

## MATERIAL SUPPORTING THE AGENDA

Volume XXVb

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

February 9-10, 1978 \*  
April 6-7, 1978

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

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

Blue paper - all items submitted to the Executive Session of the Committee of the Whole and distributed only to the Regents, Chancellor and President 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 Secretary was furnished a copy, then that material goes into the appropriate subject file.

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\*Special Meeting on March 3, 1978 - There was no Material Supporting the Agenda for this meeting.



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**BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM**

**Material Supporting**

# Agenda

Meeting Date: April 6-7, 1978

Meeting No.: 753

Name: Official Copy

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Telegram

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PMS GOVERNOR ALAN SHIVERS AND MEMBERS OF THE BOARD OF REGENTS

UNIVERSITY OF TEXAS SYSTEM, REPORT DELIVERY BY MAILGRAM, DLR

CARE DR WILLIAM C. LEVIN OFFICE OF THE PRESIDENT UNIVERSITY OF

TEXAS MEDICAL BRANCH

GALVESTON TX 77550

PLEASE OPPOSE THEM 12 PERCENT HIKE ON STUDENT HOUSING AND FOOD SERVICES. AS A MOTHER, AS A FRIEND OF STUDENTS AND AS THE STATE REPRESENTATIVE FOR THE U.T. DISTRICT I KNOW THAT THE PROPOSED INCREASE WOULD WORK A HARDSHIP ON THOUSANDS OF STUDENTS. THANK YOU

MARY JANE BODE STATE REPRESENTATIVE PO BOX 2910 AUSTIN TX

78769

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13 4-6-78

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home

BOARD OF REGENTS  
of  
THE UNIVERSITY OF TEXAS SYSTEM  
CALENDAR

Place: Caduceus Room, 6th Floor, Administration Building  
The University of Texas Medical Branch at Galveston  
Galveston, Texas

Thursday, April 6, 1978

10:30 a.m.

Meeting of the Board to Resolve into:

- a. Buildings and Grounds Committee
- b. Special Committee on Brackenridge Tract



Friday, April 7, 1978

9:00 a.m.

Meeting of the Board

Committee Meetings

System Administration Committee  
Academic and Developmental Affairs Committee  
Buildings and Grounds Committee  
Health Affairs Committee  
Land and Investment Committee  
Committee of the Whole  
Open Session  
Executive Session

Meeting of the Board

Telephone Numbers

President Levin's Office  
Galveston Medical Branch 765-1902

The Flagship 762-8681

Airlines:

Continental Airlines	1 - (800)	392-3390
Braniff International		762-9606
Southwest Airlines		763-4614
Cessna (Pressurized) - Holds 7 passengers		485-2747

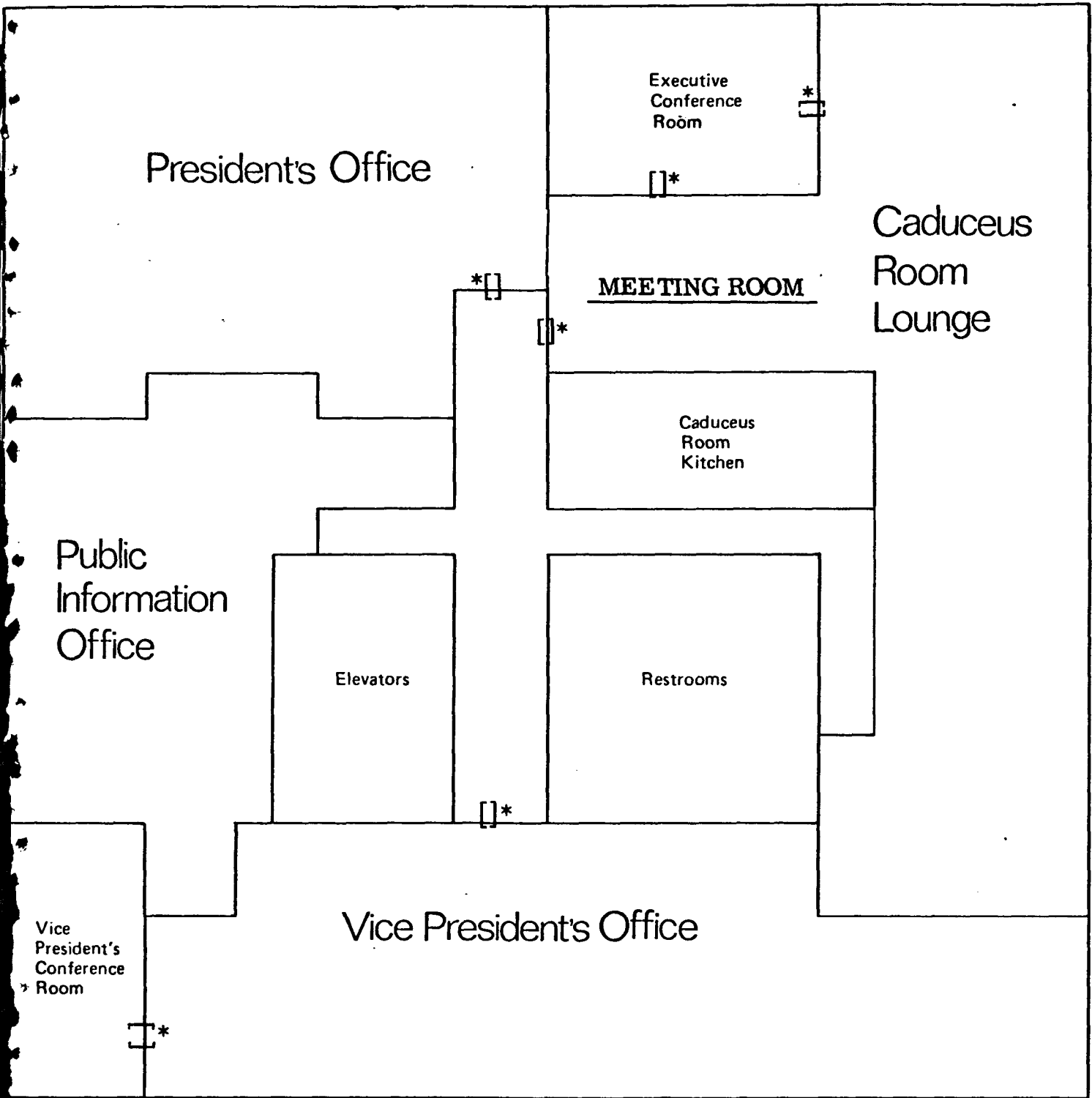
Hertz Rent-A-Car 1 - (800) 654-3131

Avis Rent-A-Car 762-3888

National Car Rental System 1 - (800) 328-4567

Budget Rent-A-Car 1 - (800) 228-9550

SIXTH FLOOR  
ADMINISTRATION BLDG.



\*Entrance

## **Meeting of the Board**

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

Date: April 6, 1978

Time: 10:30 a. m.

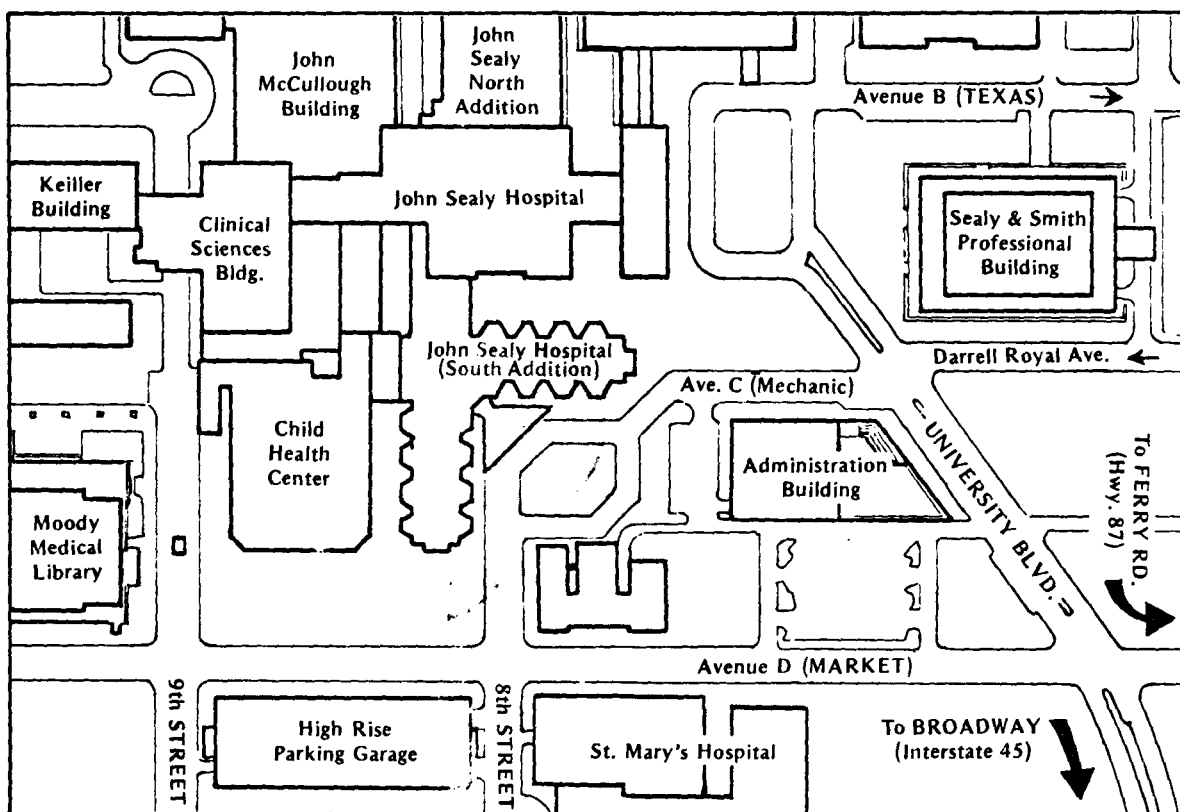
Place: Caduceus Room  
6th Floor, Administration Building  
Galveston Medical Branch

A. CALL TO ORDER

B. RECESS FOR DISCUSSION MEETING OF BUILDINGS AND  
GROUNDS COMMITTEE (Pages B & G 1 - 12)

② Sp. Com. on Brackenridge Tract

1 p. m. Mrs. R. L. Moffett, Chairman  
Ophthalmic Res. Foundation of  
San Antonio



utmb campus

(continued)  
AGENDA FOR MEETING  
of  
BOARD OF REGENTS  
of  
THE UNIVERSITY OF TEXAS SYSTEM

Date: April 7, 1978

Time: 9:00 a. m.

Place: Caduceus Room  
6th Floor, Administration Building  
Galveston Medical Branch

A. ...

B. ...

C. RECONVENE

D. APPROVAL OF MINUTES OF REGENTS' MEETINGS:

1. Regular Meeting on February 10, 1978
2. Special Meeting on March 3, 1978

WELCOME AND REPORT BY PRESIDENT LEVIN

E. ACCESS FOR COMMITTEE MEETINGS

1. System Administration Committee  
Committee Chairman Williams
2. Academic and Developmental Affairs Committee  
Committee Chairman Sterling
3. Buildings and Grounds Committee  
Committee Chairman Bauerle
4. Health Affairs Committee  
Committee Chairman Law
5. Land and Investment Committee  
Committee Chairman Clark
6. Committee of the Whole  
Chairman Shivers
  - a. Open Session
  - b. Executive Session: The Board of Regents will retire to the Conference Room, Suite 621, Administration Building, and resolve into Executive Session of the Committee of the Whole pursuant to V.T.C.S., Article 6252-17, Sections 2(e), (f) and (g) to discuss:
    - (1) Pending or Contemplated Litigation - Section 2(e)
    - (2) Land Acquisition and Negotiated Contracts - Section 2(f)
      - (a) Report and Recommendation of Committee to Renegotiate Real Estate Note with Punta Gorda Isles, Inc.
      - (b) Report of Special Committee on Brackenridge Tract Relating to Exchange of Leases with LCRA
    - (3) Personnel Matters - Section 2(g)
      - (a) Proposed Termination of Faculty and/or Staff Members at U. T. Austin and Houston Health Science Center
      - (b) Houston Health Science Center: Selection of a President
      - (c) Administrative Organization



# **System Administration Committee**

**SYSTEM ADMINISTRATION COMMITTEE**  
**Committee Chairman Williams**

Date: April 7, 1978

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

Place: Caduceus Room  
6th Floor, Administration Building  
Galveston Medical Branch

Page  
SAC

System Administration, U. T. Arlington, U. T. Austin, U. T. Dallas, U. T. El Paso, U. T. San Antonio, Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center and its Houston Medical School and Houston Allied Health Sciences School, San Antonio Health Science Center and its San Antonio Medical School

Proposed Amendments to the 1977 -78  
Budget

Below

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System Administration, U. T. Arlington, U. T. Austin, U. T. Dallas, U. T. El Paso, U. T. San Antonio, Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center and its Houston Medical School and Houston Allied Health Sciences School, San Antonio Health Science Center and its San Antonio Medical School: Proposed Amendments to the 1977 -78 Budgets (5-B-78 and 6-B-78). --  
The appropriate chief administrative officers, concurred in by System Administration, recommend that their respective 1977-78 Operating Budget be amended as indicated on the pages set out below:

The University of Texas System Administration, Page SAC - 2  
The University of Texas at Arlington, Page SAC - 2  
The University of Texas at Austin, Pages SAC - 3-7  
The University of Texas at Dallas, Page SAC - 7  
The University of Texas at El Paso, Page SAC - 8  
The University of Texas at San Antonio, Page SAC - 9  
The University of Texas Medical Branch at Galveston and its Galveston Medical School, Pages SAC - 10-11  
The University of Texas Health Science Center at Houston and its Houston Medical School and Houston Allied Health Sciences School, Pages SAC - 12-16  
The University of Texas Health Science Center at San Antonio and its San Antonio Medical School, Pages SAC - 17-23

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

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

1977-78 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	Legal Expenses and Other Services Transfer of Funds	From: Available University Fund Unappropriated Balance	To: Legal Expenses and Other Services	
	Amount of Transfer	\$ 20,000	\$ 20,000	---

This appropriation for outside legal services relates primarily to settlement of the estate of Anise J. Sorrell in the State of Alabama. M. D. Anderson Hospital and Tumor Institute is a beneficiary. Use of these legal services has been previously authorized by the Attorney General.

1977-78 BUDGET

THE UNIVERSITY OF TEXAS AT ARLINGTON

SAC - 2

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
10.	Franklin N. Fallis (Non-tenure) Architecture and Environmental Design Academic Rate	Instructor (52%T) \$ 11,600	Instructor (F.T.) \$ 14,250	1/16-5/31
	Source of Funds: Unallocated Faculty Salaries			

The increase in rate is justified because in assuming a full time position Mr. Fallis will assume a broader range of responsibilities than pertained to his part-time status. He will, for example, be expected to take an active role in advising students and serving on faculty committees, responsibilities which we do not normally assign to part-time personnel.

11.	Auxiliary Enterprises - The Corral Transfer of Funds	From: The Corral Unappropriated Balance via Estimated Income	To: The Corral - Salaries and Wages Other Operating Expenses Estimated Unexpended Balance 8/31/78	\$ 18,056 35,891 6,554 <u>60,501</u>	
	Amount of Transfer	\$ 60,501		<u>\$ 60,501</u>	---

The Corral is to be operated as an extension of the Food Service in a building located adjacent to the Bookstore. This location is on the west side of the campus near the dormitories. This budget is based on six months' sales estimated income and provides for cost of food for resale, wages, and other operating expenses for this initial six months period.

THE UNIVERSITY OF TEXAS AT AUSTIN

1977-78 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
11.	Gerhard J. Fonken (Tenure) Office of the President and Chemistry	Executive Assistant to the President; Professor	Executive Assistant to the President; Professor	
	Administrative Rate (12 mos.)	\$ 42,000	\$ 44,667	1-1-78
	Academic Rate (9 mos.)	\$ 31,500	\$ 33,500	1-1-78

Source of Funds:

- Office of the President:  
Administrative Salaries
- Department of Chemistry:  
Unallocated Faculty Salaries

President Rogers states that: "For many years Dr. Gerhard J. Fonken has assumed extensive and important administrative duties without being properly compensated. This year he has proved invaluable as my Executive Assistant, and during this time he has handled many of the duties of the Vice President for Academic Affairs because of Dr. Hays' illness. More recently during my illness, the chief responsibility for keeping the office going fell on his shoulders even though many other people in the top administrative group pitched in to do their part. During all of this time Dr. Fonken has continued his work in the Department of Chemistry and has remained one of the most popular and effective teachers in that department."

12. Auxiliary Enterprises - Division  
of Housing and Food Service -  
Kinsolving Dormitory

Transfer of Funds

From: Kinsolving Dormitory - Unappropriated Balance via Estimated Income  
To: Kinsolving Dormitory - Other Expenses

Amount of Transfer

\$ 5,000

\$ 5,000

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To replace hot water lines in Kinsolving kitchen to correct hot water pressure which is low due to calcium deposits in the hot water lines per inspections made by Repair and Maintenance staff of the U.T. Physical Plant.

THE UNIVERSITY OF TEXAS AT AUSTIN

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
13.	Auxiliary Enterprises - Inter-Collegiate Athletics for Men			
	Transfer of Funds	From: Intercollegiate Athletics for Men Unappropriated Balance via Estimated Income	To: Intercollegiate Athletics for Men - Other Expenses	
	Amount of Transfer	\$ 5,420	\$ 5,420	---

Under NCAA rules, certain funds are retained by the Athletics Department for various purposes. \$4,820 of the transfer is an appropriation for scholarships relating to the Basic Equal Opportunity Grants. The other \$600 is for expenses of the tennis team participation in the first annual Cajun Tennis Classic on the University of Southwestern Louisiana campus. Funds were provided by the University of Southwestern Louisiana.

14.	Auxiliary Enterprises - Special Events Center			
	Transfer of Funds	From: Special Events Center - Estimated Income	To: Special Events Center -	
		Event Revenue \$ 556,143	Classified Salaries \$ 32,000	
		Rental Revenue <u>35,000</u>	Audience Ushers 30,000	
			Other Operating Expense 503,143	
			Unallocated Account <u>26,000</u>	
	Amount of Transfer	<u>\$ 591,143</u>	<u>\$ 591,143</u>	---

The transfer is to establish estimates of income for the remainder of the 1977-78 fiscal year and to budget operating expenses relating thereto. Events scheduled, along with their estimated income are listed below:

Harlem Globe Trotters	\$ 61,691
Lawrence Welk Show	97,652
Ice Capades Show	170,912
Ringling Brothers Circus	<u>225,888</u>
Total	<u>\$ 556,143</u>

THE UNIVERSITY OF TEXAS AT AUSTIN

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
Auxiliary Enterprises - Intercollegiate Athletics for Men				
		<u>Current Salary Rate</u>	<u>Proposed Salary Rate</u>	
15.	Head Football Coach Fred S. Akers	\$ 45,000	\$ 50,000	2/1/78
16.	Assistant Football Coach Willie L. Manley	\$ 27,500	\$ 31,000	2/1/78
17.	Robert L. Fuller	27,000	31,000	2/1/78
18.	Robert B. Warmack	24,500	28,000	2/1/78
19.	Charles W. Lee, Sr.	24,000	27,000	2/1/78
20.	Michael Parker	23,000	27,000	2/1/78
21.	David L. McWilliams	23,000	27,000	2/1/78
22.	Kenneth D. Dabbs	22,000	25,000	2/1/78
23.	Alan D. Lowry	19,000	25,000	2/1/78
24.	Assistant Athletics Director Billy M. Ellington	\$ 29,000	\$ 35,000	2/1/78

Source of Funds (Items 15-24): Allocation for Budget Adjustments

Items 15 - 24:

The football coaching staff is on a fiscal year basis starting each year on February 1. The Chairman of the Athletics Council has forwarded to President Rogers excerpts from the minutes of the January 2, 1978 meeting of the Men's Intercollegiate Athletics Council in which it was noted that our football coaches would be near the top of the salary scale for coaches across the country and the assistant coaches would be close to that for the top high school coaches in Texas. It was the opinion of members of the Council that this was where we wanted our staff to be and that the Council was assured by Athletics Director Royal that these salaries were in line with the institutions with which we are competing across the country. The Council was of the very strong opinion that this was an outstanding staff and they had done a most credible job and were deserving of the recognition provided through these salary increases. It was pointed out that there had been some grouping of salaries within the staff and that this was Coach Akers' desire because this was the manner in which he had his staff organized and charged with responsibilities in their coaching.

Athletics Director Royal told the Council that Assistant Athletics Director Ellington was most responsible for the smooth transition from one coaching staff to another and that during the past year he had assumed much responsibility in carrying out the duties of the Athletics Department. Chairman Thompson pointed out further that in the expanded activities of the Department, much of this had fallen upon Assistant Athletics Director Ellington particularly since we had lost some key personnel through retirement.

THE UNIVERSITY OF TEXAS AT AUSTIN

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
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15. - 24. (Continued)

President Rogers states that: "While these increases are somewhat larger than usual, the members of the Athletics Council pointed out that after our recent successful season these men will be much in demand. One of the largest increases is for Alan Lowry, who was employed on something of a trial basis last year but has since thoroughly proved himself, and the Athletics Council felt this was a fair salary for him. I have discussed these recommended raises with the Director of Men's Intercollegiate Athletics Darrel Royal and the recommendations have his approval. They also have my approval and I recommend them to you."

25.	Auxiliary Enterprises - Intercollegiate Athletics for Men Transfer of Funds	From: Intercollegiate Athletics for Men Unappropriated Balance	To: Intercollegiate Athletics for Men - Allocation for Budget Adjustments	---
	Amount of Transfer	\$ 80,000	\$ 80,000	---

Chairman Thompson pointed out that in the 1977-78 Budget there was an item "Allocation for Budget Adjustments" for \$30,000 that is used to internally balance the various items in the operating expenses and in salaries as adjustments are made. A number of developments have arisen this year requiring funds and thus these funds had to come from this account. With the new salary recommendations for the football coaches and for Assistant Athletics Director Ellington, additional funds will be required. Further, between now and the end of the year, there will be adjustments in other salaries for the basketball coaches and adjustments of other items within the Budget.

The Athletics Council recommends to the Administration an appropriation of \$80,000 from the Intercollegiate Athletics Operating Reserve to the item "Allocation for Budget Adjustments" for the purpose of making adjustments in salaries and other budget items as necessary for the remainder of this year.

THE UNIVERSITY OF TEXAS AT AUSTIN

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
26.	U. T. History Project Transfer of Funds	From: Available University Fund Unappropriated Balance	To: U. T. History Project - Publication Costs	
	Amount of Transfer	\$ 20,000	\$ 20,000	---

This transfer is to fund publication costs of the U. T. History Project. The preparation charges on the History Project include salaries for a graphic designer, a part-time assistant, and supplies and equipment.

THE UNIVERSITY OF TEXAS AT DALLAS

1977-78 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	John D. Winningham Center for Space Studies	Research Scientist	Research Scientist	
	Salary Rate	\$ 22,400	\$ 26,400	3-1-78
	Source of Funds: Contracts and Grants			

Dr. Winningham came to The University of Texas at Dallas as a postdoctoral in Physics from Texas A&M University in 1972, and, in the intervening years, Dr. Winningham has been capable and energetic in his work on sponsored research projects. He is the Principal Investigator on several projects, such as a three-year funded rocket project at Cape Parry, Canada, and the Dynamics Explorer satellite. In addition, he will be the Principal Investigator of a ground-based program in the Antarctic if funding is received from the National Science Foundation. These projects will be funded at a level of several hundred thousand dollars per year. With regard to NASA and USAF contracts, he has taken the lead in data reduction and analysis for Professor Walter Heikkila's soft particle spectrometer on the ISIS-1 and ISIS-2 satellites. As a result of his work, he has joint authored several research papers.

Dr. Winningham continues to make important and outstanding contributions to the Center for Space Studies, and he is funded entirely from contract and grant funds.

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THE UNIVERSITY OF TEXAS AT EL PASO

1977-78 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
4.	Dorothy A. Leach (Non-tenure) English Academic Rate	Lecturer (3/4T - Fall) \$ 8,000	Lecturer (F.T. - Spring) \$ 12,000	1/16-5/31
	Source of Funds: Unallocated Faculty Salaries			
5.	Patricia Burlingame (Non-tenure) English Academic Rate	Lecturer (3/4T - Fall) \$ 8,000	Lecturer (F.T. - Spring) \$ 12,000	1/16-5/31
	Source of Funds: Unallocated Faculty Salaries			
6.	Charles J. Estrada (Non-tenure) Philosophy Academic Rate	Lecturer (1/2T - Fall) \$ 10,000	Lecturer (F.T. - Spring) \$ 13,000	1/16-5/31
	Source of Funds: Unallocated Faculty Salaries			

Items 4-6: The rate change for these three Lecturers is the result of switching their base from a per course stipend on a part-time schedule to full time with corresponding additional duties commensurate with full-time status.

7.	Plant Funds			
	Transfer of Funds	From: Unexpended Plant Funds - Unappropriated Balance	To: Plant Funds - Conversion of Facilities to the Metric System	
	Amount of Transfer	\$ 22,000	\$ 22,000	---

Adoption of the metric system as the national standard of measurement requires U. T. El Paso to convert and remark playing surfaces in several physical education and athletic facilities. These include Kidd Field Track where the Western Athletic Conference Outdoor Championships will be held this spring and Memorial Gymnasium which will host the National Volleyball Championships in May. This will require complete removal of old markings and stripes, precise professional remeasurements and new markings and stripes. In the case of Memorial Gymnasium, a thorough sanding and refinishing of the main playing floor is also required since the floor has not been totally reworked since installation in 1961. A current remodeling project to provide air conditioning and heating has also caused unavoidable further deterioration of the floor finish.

SAC-8

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

1977-78 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	Unallocated Maintenance and Operation Transfer of Funds	From: Unappropriated Balance	To: Unallocated Maintenance and Operation	
	Amount of Transfer	\$ 50,000	\$ 50,000	---
2.	Institute of Texan Cultures Transfer of Funds	From: Unappropriated Balance	To: Institute of Texan Cultures Unallocated Maintenance and Operation	
	Amount of Transfer	\$ 14,772.47	\$ 14,772.47	---

Items 1-2:

Funds from unexpended appropriations from the previous year are reappropriated to the current year's budget for funding anticipated increases in departmental operating expenses during the remainder of this fiscal year.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1977-78 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
23.	Auxiliary Enterprises - Capital Equipment Fund Transfer of Funds							
		From: Auxiliary Enterprises - Unappropriated Balances			To: Capital Equipment Fund			
	Amount of Transfer		\$ 173,310.85		\$ 173,310.85			---
	This transfer will provide initial capital for the purchase of television sets for the Child Health Center and the John Sealy Hospital Tower.							
	<u>Galveston Medical School</u>							
24.	Kenton A. Brown (Non-tenure) Psychiatry and Behavioral Science Assistant Professor	\$ 27,000	\$ 10,000	\$ 37,000	\$ 27,000	\$ 13,000	\$ 40,000	2/1/78
	Source of Funds: MSRDP							

Dr. Brown has been a member of the faculty of the School of Medicine since September 1, 1976, and during that period of time, has assumed significant service, teaching and administrative duties within the Department of Psychiatry and Behavioral Sciences. He has been given these significant responsibilities because the department has too few clinical psychiatrists on the faculty, and Dr. Brown has performed his duties in a mature and effective manner. He has actively participated in the teaching program for both undergraduate students and residents, and has served on departmental committees for the planning of the educational program. Dr. Brown is an effective clinician and teacher, and has shown significant potential as an academic Psychiatrist. In addition, Dr. Brown has worked closely with the departmental leadership in the reorganization of in-patient services, in the planning for the new Psychiatric facility, in the efforts to achieve the standards of the Joint Commission on Accreditation of Hospitals, and in various capacities to assist with the day to day functioning of the department.

Dr. Brown's current compensation is significantly lower than the average compensation for an Assistant Professor with similar responsibilities in the department, and prospects with similar educational background and less experience are being recruited at compensation levels equal to or greater than his current compensation. In light of Dr. Brown's effectiveness as a faculty member, and his comparatively low compensation level, this proposed increase is appropriate.

SAC - 10

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School</u> (Continued)								
25.	Fred J. Wolma, Jr. (Tenure) Surgery Professor	\$ 45,000	\$ 22,500	\$ 67,500	\$ 46,608	\$ 23,292	\$ 69,900	2/1/78
	Source of Funds: Unallocated Faculty Salaries and MSRDP							

Dr. Wolma has been a member of the faculty at the University of Texas Medical Branch since 1951 and has served as an effective clinician and teacher for both interns and residents. Dr. Wolma maintains a very active and responsible teaching role in the department with particular emphasis on the value and use of the "Doppler" to register blood circulation. He provides significant and highly capable clinical services to patients, and serves on numerous committees within the School of Medicine.

This proposed increased compensation level is justified based on Dr. Wolma's background, training and experience in comparison to the other members of the departmental faculty.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

1977-78 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Houston Medical School</u>								
11.	Soad Bekheit-Saad (Non-tenure) Internal Medicine-Cardiology Assistant Professor	\$ 31,000	\$ 7,000	\$ 38,000	\$ 34,000	\$ 10,000	\$ 44,000	1-1-78

Source of Funds: Departmental Salaries and MSRDP

Dr. Bekheit has been physician-in-charge of the non-invasive techniques at the Heart Station and Coronary Care Unit at Hermann Hospital since joining our faculty two years ago. She has spent an enormous amount of time attempting to meet the clinical cardiology demands of our school and Hermann Hospital. She has also managed to conduct several excellent postgraduate conferences in the area of clinical cardiology for physicians in our community. Dr. Bekheit has had to undertake numerous administrative responsibilities since there has been no division director in Cardiology and only one other faculty member. She has been invaluable in attempting to improve the problem of cardiology at our institution and assisting with recruiting of faculty members in Cardiology.

12.	Michael Floyd (Non-tenure) Internal Medicine-Nephrology Assistant Professor	\$ 33,500	\$ 4,000	\$ 37,500	\$ 33,500	\$ 9,500	\$ 43,000	1-1-78
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Source of Funds: MSRDP

Dr. Floyd has been a valuable member to the Department of Internal Medicine. He works exceedingly hard in giving medical support to the Organ Transplant Program. This additional increase in augmentation reflects the level of his hard work and his valuable contribution to the Transplant Program.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Houston Medical School (continued)</u>								
13.	Ian J. Butler (Non-tenure) Neurology Associate Professor	\$ 32,600	\$ 12,000	\$ 44,600	\$ 34,500	\$ 13,000	\$ 47,500	1-1-78
	Source of Funds: Departmental Salaries and MSRDP							

Dr. Butler has been in the Department of Neurology since March of 1976. During that period he has amply demonstrated his capability to function superbly in this academic environment. Dr. Butler is an excellent teacher and a first-rate clinician. He is a bright and innovative investigator who can work both independently and in collaboration with colleagues. Since arriving at the Medical School, he has completed a number of papers, and several new projects are underway with the Department of Neurobiology and Anatomy from which there are recent publications and several manuscripts either in preparation or in press. Dr. Butler will have an outstanding career in academic neurology and will be a substantial asset to the Department of Neurology.

14.	Gage Van Horn (Tenure) Neurology Associate Professor	\$ 37,800	\$ 12,000	\$ 49,800	\$ 37,800	\$ 14,300	\$ 52,000	1-1-78
	Source of Funds: MSRDP							

Dr. Van Horn has been a member of the Department of Neurology since December, 1973. In January, 1977 he was granted tenure. Dr. Van Horn has certainly met his obligations in the area of patient care and has also devoted himself diligently to the pursuit of a first-rate education program. His work in both of these areas merits an increase in augmentation.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Houston Medical School (continued)</u>								
15.	Vinod D. Deshmukh (Non-tenure) Neurology Assistant Professor	\$ 31,500	\$ 12,000	\$ 43,500	\$ 31,500	\$ 15,000	\$ 46,500	1-1-78
	Source of Funds: MSRDP							
	Dr. Deshmukh has added a new and valuable dimension to the departmental educational, research and service activities. He will be running the Electrodiagnostic Laboratory in the Physical Medicine Suite at Hermann Hospital which, up until now, has been run by an outside psychiatrist. This will provide us not only service capabilities but will permit him to participate in the teaching of house staff and students in this particular discipline. In addition to his service activities and educational responsibilities, Dr. Deshmukh has been working hard to establish the Blood Flow Laboratory which can be used not only for research work, but routine clinical procedures, as well.							
16.	Howard M. Marmell (Non-tenure) Neurology Assistant Professor	\$ 31,500	\$ 11,900	\$ 43,400	\$ 31,500	\$ 14,500	\$ 46,000	1-1-78
	Source of Funds: MSRDP							

Dr. Marmell has been with the Department of Neurology for two years. During this time his teaching activities have continued to increase and he has made many valuable contributions to the clinical activities of the MSRDP. Now that Dr. Marmell is Board certified, he will be able to devote even more time and attention to his teaching and clinical services.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
17.	Edward B. Metoyer Print Shop Print Shop Supervisor	\$ 14,868	---	\$ 14,868	\$ 17,004	---	\$ 17,004	2/1/78

The Print Shop Supervisor position is now the top management position in the Print Shop. Consequently, the responsibility and authority that is now attached to this position dictates a more competitive salary.

The Personnel Office has reviewed actual salaries and salary ranges for like positions in other institutions of higher learning. Based on the results of the survey both a salary range adjustment and a salary increase for Ed Metoyer are in order.

Ed Metoyer has 13 1/2 years of experience in the printing field and his performance as Print Shop Supervisor has been exemplary. The operation of the shop is smooth, and problems and criticism have diminished.

Houston Medical School

18.	William S. Fields (Tenure) Neurology Professor and Chairman	\$ 47,000	\$ 17,000	\$ 64,000	\$ 47,000	\$ 19,000	\$ 66,000	2/1/78
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Source of Funds: MSRDP

This adjustment is considered appropriate in that it will make Dr. Fields' annual compensation more in line with that of other clinical department chairmen now that the clinical activity of the Department of Neurology has increased.

Dr. Fields has been associated with the School since September 1, 1970 and has been Chairman of the Department of Neurology since May 1, 1973. He has published extensively, given many presentations on the local, national and international levels and has assumed several committee assignments in the Medical School and Health Science Center, including Chairman of the Health Science Center Committee for the Protection of Human Subjects. Dr. Fields' devotion to the pursuit of a first-rate Department of Neurology and his contributions to the clinical activities of the MSRDP, as well as in the areas of patient care and teaching activities merit an increase in permissive augmentation.



THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Houston School of Allied Health Sciences</u>								
19.	Hershal W. Bradshaw (Non-tenure) Nurse Anesthesia Education Assistant Professor and Director	\$ 26,500	---	\$ 26,500	\$ 30,000	---	\$ 30,000	2/1/78
20.	Sidney L. Barlow (Non-tenure) Nurse Anesthesia Education Instructor	\$ 22,000	---	\$ 22,000	\$ 27,000	---	\$ 27,000	2/1/78

Items 19 and 20:

This adjustment is to make these salaries more competitive within the personnel market for nurse anesthetists.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1977-78 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
23.	Warren G. Harding (Tenure) Office of the President Director of Hospital Affairs, Professor of Health Care Administration, Executive Director Bexar County Hospital District	\$ 52,050	---	\$ 52,050	\$ 55,550	---	\$ 55,550	1-1-78
	Source of Funds: Bexar County Hospital District Contract							

At the meeting of the Budget & Finance Committee of the Board of Managers of the Bexar County Hospital District on Thursday, December 15, the Hospital portion of the salary for the Executive Director was increased \$3,500.00 effective January 1, 1978.

In accordance with the agreement between the Bexar County Hospital District and the Board of Regents of The University of Texas System dated April 1, 1974, the Hospital District will pay the University for Management Services.

San Antonio Medical School

24.	Ray J. Nichols (Tenure) Anesthesiology Professor and Acting Chairman	\$ 54,821	\$ 12,875	\$ 67,696	\$ 54,821	\$ 14,875	\$ 69,696	1-1-78
	Source of Funds: MSRDP							

We have an extremely difficult situation in anesthesiology with a minimal number of anesthesiologists. We have a large service program and responsibility to support surgery and to fulfill our responsibilities at the Audie Murphy VA Hospital and the Bexar County Hospital.

Dr. Nichols is doing a satisfactory job during this interim period. I believe this recognition in tangible form will help stabilize present personnel.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School</u> (Continued)								
25.	Robert Hodgkinson (Tenure) Anesthesiology Associate Professor	\$ 44,000	\$ 11,000	\$ 55,000	\$ 44,000	\$ 13,000	\$ 57,000	1-1-78

Source of Funds:  
MSRDP

Dr. Robert Hodgkinson joined the faculty in 1977 as chief of the newly created section of Obstetrical Anesthesiology. This area had previously not existed in this institution and medical students or resident physicians desiring training in this endeavor had to go to another institution. This was usually out of state. In less than ten months Dr. Hodgkinson's section has gained the respect of other medical specialities, both academic and private practice, as the leader in the field of Obstetrical Anesthesiology in the State of Texas. This is based on the observation that Dr. Hodgkinson has a heavy teaching load in other departments relating to anesthesiology as well as having funded clinical research projects. He has also organized a preceptorship for practicing physicians with continuing medical education credit. A number of local physicians have successfully participated in this program.

26.	Somayaji Ramamurthy (Non-tenure) Anesthesiology Associate Professor	\$ 44,000	\$ 12,500	\$ 56,500	\$ 44,000	\$ 16,000	\$ 60,000	1-1-78
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Source of Funds:  
MSRDP

Dr. Somayaji Ramamurthy in addition to his usual teaching and clinical responsibilities has served in the capacity of acting vice chairman of the Department of Anesthesiology since 1 August 1977. His knowledge of administration and academic affairs has proved invaluable in our efforts to reorganize a department responsible for 110 people without a permanent chairman.

He has also initiated and continues to manage an anesthesiology pain clinic at both the Bexar County Teaching Hospital and the Audie L. Murphy VA Hospital. Both of these have proved to be excellent teaching facilities that have not previously existed. Furthermore, he has organized a multidisciplinary pain center located at the VA Hospital which will serve as a nucleus of an overall Health Science Center Pain Center.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School</u> (Continued)								
27.	Prema Durairaj (Non-tenure) Anesthesiology Assistant Professor	\$ 32,000	\$ 16,000	\$ 48,000	\$ 34,000	\$ 16,000	\$ 50,000	1-1-78
	Source of Funds: VA Contract							
28.	William C. Holmgreen (Non-tenure) Anesthesiology Assistant Professor	\$ 39,000	\$ 2,200	\$ 41,200	\$ 39,000	\$ 4,200	\$ 43,200	1-1-78
	Source of Funds: MSRDP							

Dr. Prema Durairaj joined the Department of Anesthesiology in September, 1977. This coincided with the sudden departure of our pediatric anesthesiologist as well as a number of other faculty members. She accepted and performed very effectively the responsibilities of the departmental Pediatric Anesthesiologist. This included all teaching responsibilities in our department relating to pediatric anesthesiology. It is to be considered very fortunate for our institution that a person of Dr. Durairaj's competence was available to burden an unpredicted increased teaching and clinical load.

Dr. William C. Holmgreen, D.D.S. is chief of the outpatient Anesthesiology section which includes two units in the UTHSC Dental School and one in the Bexar County Teaching Hospital. This workload has increased greatly during the last year with the expansion of the Dental School. He is also responsible for organizing a didactic course for dental students covering all aspects of pain control in a dental office as well as duplicating these efforts for medical students in outpatient surgical units. In addition to these efforts he is responsible for all dental faculty members during the time they are administering general anesthesia to patients in the UTHSC Dental teaching clinics.

SAC - 19

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School</u> (Continued)								
29.	Fritz M. G. Holmstrom (Tenure) Anesthesiology Assistant Professor	\$ 39,000	\$ 5,000	\$ 44,000	\$ 39,000	\$ 7,000	\$ 46,000	1-1-78
	Source of Funds: MSRDP							
	Dr. Fritz M. Holmstrom is in charge of the Department of Anesthesiology Respirology Section which includes intensive care units in both the Bexar County Teaching Hospital and the Audie L. Murphy VA Hospital. This is normally a 2.5 faculty person effort which he is now managing by himself. The Respirology elective is extremely popular with our medical students as well as students from other schools. In addition to these efforts Dr. Holmstrom is the only member of the UTHSC faculty that is an American Heart Association certified Affiliate Faculty for Advanced Cardiac Life Support. As a result of this he has instituted a program to train medical students, faculty and community physicians in Basic Life Support.							
30.	Cyril M. Sliom (Non-tenure) Anesthesiology Assistant Professor	\$ 39,000	\$ 6,000	\$ 45,000	\$ 39,000	\$ 8,000	\$ 47,000	1-1-78
	Source of Funds: MSRDP							
	Dr. Cyril Sliom joined the Department of Anesthesiology in 1977 with the understanding that he was to assist the neurosurgical anesthesiologist in clinical duties. The latter person departed in mid 1977 and Dr. Sliom accepted all the duties of clinical and didactic teaching relating to neurosurgical anesthesiology as well as being the primary person responsible for neurosurgical anesthesiology in both the Bexar County Teaching Hospital and the Audie L. Murphy VA Hospital. This also coincided with the instigation by the neurosurgery section at intracranial vascular replacement surgery. These procedures are quite complicated from an anesthetic standpoint and Dr. Sliom has managed to stay abreast of other major teaching institutions in this area of endeavor.							

SAC - 20

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School</u> (Continued)								
31.	Richard C. Wolff (Non-tenure) Anesthesiology Assistant Professor	\$ 39,000	\$ 11,000	\$ 50,000	\$ 39,000	\$ 13,000	\$ 52,000	1-1-78

Source of Funds:  
MSRDP

Dr. Richard C. Wolff in addition to his normal teaching and clinical duties serves as the departmental medical audit person. With the advent of increasing governmental requirements of medical documentation this has become one of the crucial areas of concern in the field of Medical Education. Dr. Wolff is extremely knowledgeable in this area as evidenced by almost daily requests from various medical groups, hospitals, clinics, etc. to assist them in organizing a medical audit program. His knowledge has proved extremely useful to our institution in that our department has an expert in this field to teach students a realistic approach to audit.

Besides his departmental duties, Dr. Wolff serves as the Bexar County Teaching Hospital Utilization Review Physician Advisor and Chairman of the Audie L. Murphy VA Hospital Medical Audit Committee.

32.	Marcos A. Zuazu (Non-tenure) Anesthesiology Assistant Professor	\$ 39,000	\$ 6,000	\$ 45,000	\$ 39,000	\$ 8,000	\$ 47,000	1-1-78
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Source of Funds:  
MSRDP

Dr. Marcos Zuazu is chief of the Anesthesiology Cardiac Surgery program which includes activities in the Bexar County Teaching Hospital and the Audie L. Murphy VA Hospital. Since his arrival at this institution he has unified and streamlined the anesthetic management of open heart surgery so it is well understood by medical students and resident physicians. The clinical and teaching load in this section has increased roughly 50% during the past six months all of which has been handled with ease by Dr. Zuazu. My only concern with Dr. Zuazu is that he can continue his excellence in his field until a second faculty member can be recruited in his area.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School</u> (Continued)								
33.	Ronald S. Gibbs (Non-tenure) Obstetrics and Gynecology Assistant Professor	\$ 39,000	\$ 3,400	\$ 42,400	\$ 39,000	\$ 5,400	\$ 44,400	1-1-78
	Source of Funds: MSRDP							

Since joining the Department in July, 1976, Dr. Gibbs has been one of our most effective teachers. In spite of his relatively short time here, his accomplishments warrant this raise in salary. They are:

1. Became Board Certified in Obstetrics and Gynecology.
2. Teaches all of the material pertinent to Infectious Disease to students and house staff.
3. Has received national recognition for his expertise in infectious disease.
4. Holds grants from three drug companies for clinical studies of infectious disease.

We consider Dr. Gibbs to be one of our most valuable and promising young faculty members.

34.	Vernon S. Bishop (Tenure) Pharmacology and Graduate School Professor	\$ 41,500	---	\$ 41,500	\$ 45,500	---	\$ 45,500	1-1-78
	Source of Funds: Unallocated Salaries							

In the past several years Dr. Bishop has played an outstanding role in administrative positions in the Department and in the Health Science Center and has demonstrated an outstanding quality for leadership.

Dr. Bishop's administrative abilities have been recognized by his peers in that he has been considered on many occasions for positions as Chairman at other institutions. Most recently he was officially offered the position as Chairman of the Department of Pharmacology at Texas A&M University at a salary similar to the increased salary proposed; he has declined the offer.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	

San Antonio Medical School  
(Continued)

Vernon S. Bishop (Tenure)  
(Continued)

Dr. Bishop is an excellent teacher. He teaches the cardiovascular section of pharmacology to medical and dental students and has taught the physiology section for pathophysiology for medical students. He also teaches an extensive course in cardiovascular pharmacology for graduate students and participates in the graduate basic pharmacology courses. He has been interested in innovative teaching methods and has developed two programmed courses which include audiovisual techniques in the area of pharmacology, antiarrhythmic and antianginal agents. He also has been instrumental in working to develop a computerized course for the entire pharmacology course and is actively working on this aspect.

Dr. Bishop is also an exceptional scientist. His techniques are new and unique and many established investigators visit his laboratory for periods of time to learn these techniques. He is well recognized throughout this country and the world for this work.

Dr. Bishop has over fifty-five publications and over eighty abstracts and is a member of numerous societies which include the American Physiological Society and the American Society of Pharmacology and Experimental Therapeutics.

35. Auxiliary Enterprises - Bookstore and Vending Machines, Parking Facilities, and University Health Service

Transfer of Funds

From: Bookstore and Vending Machines - Unappropriated Balance \$ 312,853 Parking Facilities - Unappropriated Balance 23,343 University Health Service - Unappropriated Balance 62,063	To: Bookstore and Vending Machines - Unallocated \$ 312,853 Parking Facilities - Unallocated 23,343 University Health Service - Unallocated 62,063
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The funds for the three activities listed were closed to Unappropriated Balance at the end of the last fiscal year. They were derived from under-spending and from over-realization of income. The transfer rebudgets these funds for the current fiscal year to meet increased costs of activities related to increases in student enrollment.



**Academic and Developmental Affairs  
Committee**

**ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE**  
Committee Chairman Sterling

Date: April 7, 1978

Time: Following the Meeting of the System Administration Committee

Place: Caduceus Room  
6th Floor, Administration Building  
Galveston Medical Branch

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## Documentation

1. U. T. System: Docket No. 5 of the President of the System. --

### RECOMMENDATION

It is recommended that Docket No. 5 of the President of the System 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 the same.

2. U. T. Arlington: Proposed Reorganization of the College of Business Administration and Request for Permission to Submit to Coordinating Board (Catalog Change). --

### RECOMMENDATION

System Administration concurs with President Nedderman's recommendation that the Department of Business Administration in the College of Business Administration at U. T. Arlington be broken down into a Department of Finance, Real Estate, Insurance and Law; Department of Management; Department of Marketing; and Department of System Analysis. If this request is approved by the Board of Regents, it will be forwarded to the Coordinating Board for its action.

### BACKGROUND INFORMATION

The University of Texas at Arlington requests approval to change the organization of their College of Business Administration whereby the Department of Business Administration would be broken down into four departments as follows: Department of Finance, Real Estate, Insurance and Law; Department of Management; Department of Marketing; and Department of System Analysis. Currently the Department of Business Administration comprises well over half of the enrollment in the College of Business Administration. The reorganization will permit more effective control of the unit providing more carefully focused attention on the specific program objectives in the functional areas in which the students specialize. Growth in the enrollment in the Department of Business Administration has been great and additional growth is anticipated. President Nedderman states that the proposed organizational structure in the College of Business Administration creating six departments instead of three will improve the effectiveness of the College administration.

The proposed reorganization will not require any additional space or equipment over that currently projected. The total increased costs resulting will be approximately \$5,000, and this will be covered in the formula generated funds for the program.

Secretary's Note: If this recommendation is approved, the minute order will reflect that if the request is approved by the Coordinating Board, the next appropriate catalog published will be amended to reflect this action.

3. U. T. Arlington: Request for Authorization to Abolish the Department of Education in the College of Liberal Arts and Create a Center for Professional Teacher Education and Request to Seek Permission from Coordinating Board for Approval (Catalog Change). --

#### RECOMMENDATION

##### President Nedderman

"I request approval of a plan to abolish the present Department of Education which is currently a part of the College of Liberal Arts and create a Center for Professional Teacher Education which would be administered independent of the existing colleges or schools. The director of the center would be responsible to the Vice President for Academic Affairs.

##### System Administration

System Administration concurs and states that the requested change will not increase the operating costs for the program nor will any new facilities or equipment be required. If this recommendation is approved by the Board of Regents, it will be forwarded to the Coordinating Board for its consideration.

#### BACKGROUND INFORMATION

"The University of Texas at Arlington requests approval to abolish the present Department of Education in the College of Liberal Arts and create a Center for Professional Teacher Education which would report directly to the Vice President for Academic Affairs. U. T. Arlington offers no degree program in teacher education, but does offer certification programs for persons majoring in the arts or sciences and desiring certification to teach at the elementary and/or secondary level. The Texas Education Agency in their certification standards requires close cooperation between the educational faculty and the faculty of the departments in which the students major. Since the faculty involved are located in several different departments and different colleges within the university, a structure providing for the Director of Professional Teacher Education to report to the Vice President for Academic Affairs will allow better coordination of the many elements in different colleges involved in the teacher certification program at U. T. Arlington. Also, the report of the visiting team for institutional approval of teacher education programs of the Texas Education Agency stated that the current organizational structure at U. T. Arlington for teacher education was not in compliance with the standards. The proposed change should meet the standards. The requested change will not increase the operating costs for the program nor will any new facilities or equipment be required.

Secretary's Note: If this recommendation is approved, the minute order will reflect that if the request is approved by the Coordinating Board, the next appropriate catalog published will be amended to reflect this action.

4. U. T. Arlington: Proposed Student Union Fee (S.B. No. 892, 65th Leg., R.S., 1977) Effective with the Fall Semester 1978 (Catalog Change). --

#### RECOMMENDATION

President Nedderman recommends, and System Administration concurs, "that authorization be granted by the Board of Regents to levy and collect a Student Union Fee in the amount of \$1.25 per Semester Credit Hour, not to exceed the statutory limit of \$15.00 for each regular semester or twelve-week summer session, and not to exceed \$7.50 for each six-week term of the summer session, to become effective with the Fall Semester, 1978."

#### BACKGROUND INFORMATION

Senate Bill No. 892, 65th Legislature, Regular Session, authorized the Board of Regents to levy a Student Union Fee at The University of Texas at Arlington not to exceed \$15.00 per student for a regular semester and \$7.50 per student for a summer term. The Bill further provides that there shall be a Student Union Advisory Committee which will make recommendations concerning the use of the fee. A Student Union Advisory Committee has existed at The University of Texas at Arlington for over five years and will continue in existence to make recommendations.

President Nedderman reports that while the statute does not require action by student groups, at its meeting on Tuesday, March 7, 1978, the Student Congress at U. T. Arlington passed a Resolution supporting the levying of the fee by a vote of 25 in favor, 2 opposed and 2 abstaining.

Secretary's Note: If this recommendation is approved by the Board of Regents, the minute order will provide that the next appropriate catalog published will be revised to reflect this action.

5. U. T. Austin: Proposed Reorganization Combining the College of Humanities, the College of Social and Behavioral Sciences and Division of General and Comparative Studies into a Single College of Liberal Arts and Request to Seek Permission from Coordinating Board (Catalog Change). --

#### RECOMMENDATION

System Administration concurs with the recommendation of President Rogers that the present College of Humanities, the College of Social and Behavioral Sciences and the Division of General and Comparative Studies be combined into a single administrative unit to be called the College of Liberal Arts.

If approved by the Board of Regents, the proposed reorganization will be forwarded to the Coordinating Board for its consideration. The proposed date for implementation of the reorganization is the beginning of the fall semester in 1979.

#### BACKGROUND INFORMATION

This request resulted after the careful study of the report of an ad hoc committee which Dr. Rogers appointed to advise her concerning questions of how to best handle the liberal arts and interdisciplinary

studies areas. The first preference of the ad hoc committee was for the formation of a single college (however entitled) which would include the programs in Humanities, Social and Behavioral Sciences, and Interdisciplinary Studies. Dr. Rogers recommends this college be called the College of Liberal Arts.

The proposed College of Liberal Arts would have approximately 6,700 undergraduate and about 1,500 graduate students majoring in the fields included in the College. This constitutes approximately 20 percent of the student body. Although this will be the largest college in the University, the percent of the U. T. Austin enrollment in the liberal arts and interdisciplinary studies areas has shown a steady decline in the last five years from 28 percent in 1972 to the present 20 percent.

### President Rogers' Recommendation and Background Information

" In early October I established an ad hoc faculty committee to advise me regarding the administration of the Division of General and Comparative Studies. On the basis of their report which was published in On Campus with the request that student and faculty comments be transmitted to me through the Deans, and after discussion of this report at Dean's Council, I wish to recommend that the College of Humanities, the College of Social and Behavioral Sciences, and the Division of General and Comparative Studies be combined into a single administrative unit to be called the College of Liberal Arts.

The membership of the ad hoc committee to advise me consisted of Dr. William Hays, Vice President for Academic Affairs, as Chairman, the Dean of the Division of General and Comparative Studies, and the Deans of the Colleges of Humanities, Social and Behavioral Sciences, and Natural Sciences, a senior faculty member from each of the four areas selected by the dean of that area, the Dean of the

School of Architecture, and the Chairman of the Educational Policies Committee. Their report recommended as their first preference the establishment of a single college containing the Division of General and Comparative Studies, the College of Humanities and the College of Social and Behavioral Sciences. This proposal has the general endorsement of the Dean's Council, and it appears to enjoy widespread support among the faculties involved. In my opinion, the proposed administrative organization will provide the best academic environment for the development and strengthening of both the individual disciplines and the interdisciplinary programs.

Using Fall semester, 1977 data, the proposed new college would have approximately 6,700 majors, 500 FTE faculty members and would generate 175,000 semester credit hours. By comparison, the College of Natural Sciences has approximately 5,000 majors, 340 FTE faculty, and 117,000 semester credit hours; the College of Business Administration approximately 7,500 majors, 134 FTE faculty, and 69,000 semester credit hours. Although the proposed college will be the largest in the University, it should be recognized that over the past several years there has been a steady decline in both the number of majors and the semester credit hours generated by each of the three component units.

With the exception of the Health Profession's Advising Office, which will be transferred to the College of Natural Sciences, I propose to assign all of the units and programs currently in the three component units to the new college.

Upon the recommendation of the new dean, and after appropriate review and consideration, a reassignment of some of the individual units and programs may be undertaken.

In a time of decreasing student interest in the liberal arts, but of increasing awareness on the part of both the faculty and the public at large of the importance of the liberal arts in higher education, I believe the establishment of a College of Liberal Arts described herein will allow the University of Texas at Austin to meet its full commitments and responsibilities to our students and the people of the state. If you concur with this recommendation, may I ask that you transmit it to the Board of Regents for their approval. "

Secretary's Note: If this recommendation is approved by the Board of Regents, the minute order will reflect that if and when the proposed changes are approved by the Coordinating Board, the next appropriate catalog published will be amended to reflect this action.

6. U. T. Austin: Proposed Increased Charge for Late Registration (Catalog Change).--

RECOMMENDATION AND BACKGROUND INFORMATION

President Rogers

President Rogers recommends that the service charge for late registration be increased from \$5.00 to \$15.00. The current charge of \$5.00 was approved in 1963 and the increase is requested to help defray the higher processing cost necessary in the late registration process.

System Administration

System Administration concurs in this recommendation, and requests that this service charge increase from \$5.00 to \$15.00 be effective with the Fall semester 1978.

Secretary's Note

If this recommendation is approved by the Board of Regents, the minute order will reflect that the next appropriate catalog published will reflect this action.



7. U. T. Austin: Proposed Increase in Certain Student Services Fee (Required) and Certain Student Services Fee (Optional) (Catalog Change).--

RECOMMENDATION

President Rogers

" This is to recommend approval at the April Board of Regents' meeting of the 1978-79 student fee proposals submitted by Vice Presidents Colvin and Duncan. Summarized briefly, they are:

1. A request for an increase in the Student Services Fee of \$0.08 per semester credit hour. Projected increases in costs for services funded from this fee indicate that the amount will need to be set at \$2.40 per semester credit hour, or \$28.80 per full-time student per semester for 1978-79. The current fee is \$2.32 per semester credit hour, or \$27.84 per full-time student per semester or summer session.
2. A request for the adoption of required hospital, medical and Texas Union fees for which there is to be no change for 1978-79.
3. A request for approval of all 1978-79 optional Student Services Fees with an increase proposed only for Intercollegiate Athletics.

...."

SYSTEM ADMINISTRATION CONCURS.

ANALYSIS

Activities supported by the required Student Services Fee are Students' Association, Senior Cabinet, Students' Attorney, The Daily Texan, Recreational Sports, Health Center Supplement, and Shuttle Bus. Based on projected increased costs for these units, it is recommended that the fee for 1978-79 be set at \$2.40 per credit hour or \$28.80 per full-time student per semester or summer session. This is an increase from the current \$2.32 per credit hour or \$27.84 per full-time student per semester or summer session. The recommended amount, however, remains below the statutory limit of \$30.00.

STUDENT SERVICES FEE (OPTIONAL)

	Academic Year	Spring Semester Only
<u>Optional Student Services Fees</u>		
Intercollegiate Athletics for Men and Women	\$32.00 (\$26.00)	\$11.00 (\$9.00)
<u>Optional Spouse Fees for Students or Faculty/Staff</u>		
Intercollegiate Athletics for Men and Women	\$44.00 (\$38.00)	\$15.00 (\$13.00)

The recommended \$32.00 fee for students for Intercollegiate Athletics for Men and Women for the Academic year represents an increase of \$6.00. The total fee will be divided, \$18.00 to Men's Athletics and \$14.00 to Women's Athletics. The fee for the Spring Semester only for students and the spouse fees for students or faculty/staff will be allocated using the same ratio.

All other Required Fees and the Miscellaneous Optional Fees will remain the same for 1978-79 as previously approved by the Board of Regents.

Secretary's Note: If this recommendation is approved by the Board of Regents, the minute order will reflect that the next appropriate catalog published will be amended to reflect this action.

8. U. T. Austin: Proposed Rates for Residence Halls, University Apartments - Married Student Housing and Student Cooperative Units Effective 1978-79 Academic Year (Catalog Change). --

RECOMMENDATION

President Rogers recommends and System Administration concurs that the following housing rates be approved at U. T. Austin for the 1978-79 academic year:

The University of Texas at Austin  
RATE SCHEDULE EFFECTIVE 1978-79  
University Residence Halls

	1977-78			1978-79 Proposed		
	<u>Room</u>	<u>Meals</u>	<u>Total</u>	<u>Room</u>	<u>Meals</u>	<u>Total</u>
<u>Double Rooms</u>						
Jester						
community bath	\$632	\$848	\$1480	\$708	\$944	\$1652
connecting bath	786	848	1634	880	944	1824
Kinsolving						
community bath	632	848	1480	708	944	1652
connecting bath	786	848	1634	880	944	1824
Blanton	632	848	1480	708	944	1652
Andrews, Carothers & Littlefield	418	848	1266	468	944	1412
Moore-Hill & Simkins	632		632	708		708
Brackenridge- Roberts-Prather	418		418	468		468
Andrews	418		418	468		468

1. These rates include a telephone in each room, bi-weekly room cleaning, bed linens furnished and laundered and twenty meals per week where meals are included.
2. Payment procedure will be as during the 1977-78 fiscal year.

Other Rates

1. Single room rate and double rented as a single -- 1.667 times the double rate.
2. Summer Session rates -- long session per diem rate multiplied by number of days in summer session.
3. Guest rates:  
Overnight Guests -- \$1.00 per night. No change recommended.

Meal Guests

	<u>1977-78</u>	<u>1978-79 Proposed</u>
Breakfast	\$1.35	\$1.50
Lunch	2.00	2.25
Dinner	2.55	2.85
Sunday Noon	2.95	3.30

4. Short-term

Short-term rates are for individuals or small groups assigned to vacant areas in regular student space for periods of a few days to several weeks. These rates include the student menu, blankets, pillow, bed linens and limited maid service.

Recommendations are as follows:

	<u>Daily Rate Per Person</u>		<u>Weekly Rate Per Person</u>	
	<u>Present</u>	<u>Recommended</u>	<u>Present</u>	<u>Recommended</u>
Meals	\$ 5.90	\$ 6.60	\$35.40	\$39.60
Double room	4.75	5.30	28.50	31.80
	<u>\$10.65</u>	<u>\$11.90</u>	<u>\$63.90</u>	<u>\$71.40</u>
Single room	\$ 7.00	\$ 7.95	\$42.00	\$47.70

5. Orientation Rate\*

Orientation rates are for freshmen attending Summer Orientation assigned to space opened specifically for these groups. The rates include the student menu, blankets, pillows, bed linens and limited maid service.

Recommendations are as follows:

	<u>Daily Rate Per Person</u>	
	<u>Present</u>	<u>Recommended</u>
Meals	\$ 5.90	\$ 6.60
Double room	6.35	6.50
	<u>\$12.25</u>	<u>\$13.10</u>
Single room	\$ 9.55	\$ 9.75

6. Conference Rates\*

- a. Full Service - Opened specifically for conference use each summer in connecting bath space. The rate includes expanded menu, blanket, pillow, soap, daily towel and washcloth exchange, limited daily maid service, bed linens changed every three days, and meeting space.

	<u>Daily Rate Per Person</u>	
	<u>Present</u>	<u>Recommended</u>
Meals	\$ 8.00	no change
Double room	9.00	
	<u>\$17.00</u>	
Single room	\$13.50	(1½ times the double rate)

- b. Modified Service - A reduced conference rate for community bath space. The regular student menu is used and services are reduced.

	<u>Daily Rate Per Person</u>	
	<u>Present</u>	<u>Recommended</u>
Meals	\$ 5.90	\$ 6.60
Double room	7.50	7.50
	<u>\$13.40</u>	<u>\$14.10</u>
Single room	\$11.25	\$11.25 (1½ times the double rate)

\* The Orientation, Full and Modified Conference Rates are base rates. Adjustments in prices are made based on length of stay and specific services requested.

The University of Texas at Austin  
 RATE SCHEDULE EFFECTIVE 1978-79  
 University Apartments - Married Student Housing

	<u>Monthly Rate</u>	
	<u>1977-78</u>	<u>1978-79 Proposed</u>
<b>Brackenridge-Deep Eddy</b> (All units unfurnished)		
1 bedroom apartment	\$ 61	\$ 69
2 bedroom duplex	66	74
2 bedroom apartment	69	77
3 bedroom apartment	76	84
4 bedroom apartment	84	92
Mobile Home Lot	26	28
<b>Colorado Apartments</b>		
Unfurnished		
1 bedroom	107	115
2 bedroom	119	127
Furnished		
1 bedroom	119	127
2 bedroom	131	139
<b>Gateway Apartments</b>		
Unfurnished		
1 bedroom	107	115
2 bedroom	119	127
Furnished		
1 bedroom	119	127
2 bedroom	131	139

1. Rates for Brackenridge-Deep Eddy and Colorado Apartments include gas and water. Rates for Mobile Home Park and Gateway Apartments include only water.
2. The student pays the electric bill in all units.

The University of Texas at Austin  
 RATE SCHEDULE EFFECTIVE 1978-79  
 Student Housing Units--Women's Cooperatives

Monthly Rental Paid to University

Number of students per co-op	<u>Present Rates</u>		Number of students per co-op	<u>1978-79 Proposed Rates</u>	
	Bldg. rent per stud.	Monthly rent paid to Univ.		Bldg. rent per stud.	Monthly rent paid to Univ.
NONAIR-COND.			NONAIR-COND.		
16 (6 co-ops)	\$24 mo.	\$384	15 (6 co-ops)	\$25.75 mo.	\$386.25
AIR-COND.			AIR-COND.		
17 (2 co-ops)	\$36 mo.	\$612	17 (2 co-ops)	\$38.75 mo.	\$658.75
19 (4 co-ops)	\$36 mo.	\$720	19 (4 co-ops)	\$38.75 mo.	\$736.25

## BACKGROUND JUSTIFICATION

The proposed rates are the result of an evaluation of increased fixed and operating costs since the rate revision for 1977-78 and projected increases for the 1978-79 fiscal year. The proposed increases reflect projected salary raises (including increases in the minimum wage), staff benefits (including the increase in OASI payments), utilities, raw food and general operating expenses.

The following summaries indicate the increases or changes proposed for 1978-79:

### a. Residence Halls

With projected salaries, staff benefits and utilities increasing the 1977-78 budgeted operating costs an average of 12% for 1978-79, the recommended rate increase for student room and meals and Short Term room and meals in all residence halls is approximately 12%. No reduction of services is contemplated at this time. Rental rates will include telephone, bi-weekly room cleaning, bed linens furnished and laundered, and twenty meals per week when meals are included. Increased Long Session and summer occupancy will assist in offsetting projected increases in raw food and general operating expenses.

It is recommended that the Summer Orientation room rate be raised approximately 2% with the Orientation meal rate being raised approximately 12%. These increases will adjust the Orientation rates to a level commensurate with the services provided.

It is recommended that the Summer Conference rates be maintained at their current level with the exception of the Modified Conference meal rate, which is increased by approximately 12%. The conference rates recommended are base rates and may be adjusted based on length of stay and specific services requested by the conference group.

### b. University Apartments - Married Student Housing

The recommended increase is \$8 per month for all apartments and \$2 per month in the Mobile Home Park. Colorado and Brackenridge-Deep Eddy rentals include water, wastewater and gas in the rate. Gateway, being a total electric unit, includes only water and wastewater in the rate. The Mobile Home Park also includes water and wastewater in the rate. The rate increases will be applied to salary, staff benefits, and utility costs as well as to the essential repairs of the older living units.

### c. University Women's Cooperatives

The proposed monthly rate paid to the University by the twelve University Women's Cooperatives for building rental includes a 7% increase for both air-conditioned units and nonair-conditioned units. The recommended percentage increase is lower than that recommended for the University Residence Halls due to the Cooperatives paying certain utility costs directly to the City of Austin and Southern Union Gas Company.

**Secretary's Note:** If this recommendation is approved by the Board of Regents, the minute order will provide that the next appropriate catalog published will be revised to reflect this action.

9. U. T. Austin: Proposed M.A. Degree in Oriental Languages, Literatures and Cultures and a Ph.D. Degree in Middle Eastern Languages, Literatures, and Cultures (Hebrew, Arabic, Persian) and Request for Permission to Submit to Coordinating Board (Catalog Change). --

#### RECOMMENDATION

President Rogers requests approval for authorization for U. T. Austin to offer the M.A. Degree in Oriental Languages, Literatures and Cultures and the Ph.D. Degree in Middle Eastern Languages, Literatures and Cultures (Hebrew, Arabic, and Persian).

System Administration concurs with President Rogers' recommendation and requests permission to submit to the Coordinating Board for its consideration.

#### BACKGROUND INFORMATION

The proposal for these degrees was originally approved by the Board of Regents on December 4, 1970, and submitted to the Coordinating Board. The request was later withdrawn at U. T. Austin's request for further review and evaluation. The current proposal is a revision and updating of the previous proposal and is again submitted to the Board of Regents for their approval. If the request is approved by the Board of Regents, it will again be submitted to the Coordinating Board for its consideration.

The University of Texas at Austin faculty and library resources necessary to offer a strong M.A. Degree in Oriental Languages, Literatures, and Cultures, and a Ph.D. Degree in Middle Eastern Languages, Literatures, Cultures are outstanding. The courses to support the degrees already exist and the only new courses which would be required are the thesis and dissertation courses. The only new faculty that would be needed in the next five years would be one additional assistant professor of Japanese, and possibly an assistant professor or instructor in Arabic if future expansion and increased enrollments warrant. The revenue generated by formula funding is projected to be adequate for the program.

With increased emphasis on international relations with the Middle Eastern, South Asian and Oriental countries, there will be continued demand for graduates with advanced training in languages, literatures and cultures of these countries. No other institution in the State of Texas offers these programs.

Secretary's Note: If this recommendation is approved, the minute order will reflect that if the degree programs are approved by the Coordinating Board, the next appropriate catalog published will be amended to reflect this action.

10. U. T. Austin: Proposed Appointment to the Jack S. Josey Professorship in Energy Studies. --

RECOMMENDATION

System Administration concurs with the recommendation of President Rogers that Dr. H. Grady Rylander be appointed the first Jack S. Josey Professor in Energy Studies at The University of Texas at Austin for the period from September 1, 1978 through August 31, 1980.

BACKGROUND INFORMATION

Although the endowment for the Professorship has not been completed, the Engineering Foundation Advisory Council pledged funds to provide a \$5,000 per year stipend to the appointee for each of the two years of the appointment. The initial gift to the Jack S. Josey Professorship in Energy Studies was received by the Board of Regents on October 1, 1976. The Professorship is to be rotated on a two-year basis among the College of Natural Sciences, College of Business Administration and the College of Engineering, beginning with the College of Engineering. The appointment of Dr. Rylander to the Jack S. Josey Professorship in Energy Studies has the support of Dean Gloyna, Dean Schrank and Dean Kozmetsky.

Dr. Rylander is an outstanding engineer who has made significant engineering contributions in the energy area. A most significant recent accomplishment has concerned the development of inexpensive pulse power supplies for fusion research using inertial energy storage with homopolar machines for conversion. This concept has been extremely important in the Tokamak Research Project at U. T. Austin. Dr. Rylander is an outstanding teacher and researcher having received numerous awards for his teaching and research.

11. U. T. Austin: Proposed Appointment to L. B. (Preach) Meaders Professorship in Engineering. --

RECOMMENDATION

System Administration concurs with the recommendations of President Rogers and Dean Gloyna that Dr. Victor Szebehely be appointed to the L. B. (Preach) Meaders Professorship in Engineering effective September 1, 1978.

BACKGROUND INFORMATION

This professorship was established by the Board of Regents on September 16, 1977.

Dr. Szebehely is an internationally recognized authority in fluid mechanics and orbital mechanics and was just recently a recipient of the first Brouwer Award sponsored by the Division of Dynamical Astronomy of the American Astronomical Society. He is President of the Commission on Celestial Mechanics of the International Astronomical Union. Dr. Szebehely's books on orbital mechanics are widely used and he is most deserving of this appointment because of his meritorious work, professional leadership and distinguished scholarship.



12. U. T. Austin: Proposed Appointment to the Jack G. Taylor Professorship in Business. --

RECOMMENDATION

System Administration concurs with the recommendation of President Rogers that Dr. Jan Mossin be appointed as the Jack G. Taylor Professor in Business effective for the academic year 1978-79.

BACKGROUND INFORMATION

This professorship was approved by the Board of Regents on March 15, 1974. Dr. Mossin would receive a \$5,000 stipend and \$5,000 for travel, moving expenses, and research from the College of Business Administration Foundation. This appointment has the recommendation of Dean Kozmetsky and other appropriate officials at U. T. Austin. Also, Dean Kozmetsky has personally conferred with Mr. Jack G. Taylor concerning the appointment of Dr. Mossin as the first Jack G. Taylor Professor in Business, and he is in compliance with the appointment.

Dr. Mossin is currently Professor of Business Administration at the Norwegian School of Economics and Business Administration in Bergen Norway. He is a distinguished scholar with an international reputation and impeccable credentials.

13. U. T. Austin: Proposed Amendments to Constitution of the Students' Association. --

RECOMMENDATION

President Rogers

President Rogers has considered the request of the Students' Association and the resulting implications and recommends:

- (1) The Board of Regents approve the amendments to the Constitution of the Students' Association at The University of Texas at Austin,
- (2) The Board of Regents delegate interim authority to The University of Texas at Austin president to adopt procedures for filling student vacancies on the Board of Directors of the Texas Union; and,
- (3) The non-voting ex-officio position of the Students' Association president on the Texas Student Publications Board be allowed to remain vacant during the interim period.

*David Haug, a member of the student body to coordinate the campaign to get student government abolished wishes to speak*

## System Administration

The proposed action concerning the Constitution of the Students' Association has been reviewed by the Office of General Counsel and there is no objection to the action from a legal standpoint. System Administration concurs with the recommendations of President Rogers and, if approved by the Board of Regents, recommends they be implemented immediately. In endorsing the recommendation to eliminate the legislative, executive and judicial branches of the Students' Association, System Administration voices its belief to the Board of Regents that there should be some type of democratic student organization to assure that student input on campus life and education programs is transmitted to the administration of the University and the Board of Regents.

### COMMENTS

#### President Rogers

" I am herewith transmitting to you changes in the Constitution of the Students' Association at The University of Texas at Austin as adopted by the Association in a referendum election on Wednesday, March 1, 1978. In accordance with the Regents' Rules and Regulations, Part One, Chapter VI, Section 5.12, the change does not "become effective until transmitted to and acted upon by the Dean of Students, the institutional head, and the President of the System and approved by the Board." The action taken by Dr. James C. Hurst, Dean of Students, and the materials officially submitted by the Students' Association are attached for your information and review. In addition, an individual opinion submitted by Mr. Marc Luzzatto, Students' Association Vice President, is attached.

" As you will note in the amended Constitution, the organization structure (Article II) and the legislative (Article III), the executive (Article IV) and the judicial (Article V) branches of the Association have been deleted. The preamble and the articles defining membership (Article I), referendum and recall (Article VI), amendments (Article VII), new constitution (Article VIII), and general provisions (Article IX) remain in effect. An addition to Section 7.2 of Article VII was adopted, providing that a new governing structure could be instituted by a majority vote in a special election called by the Chairman of the Election Commission upon petition by a number of students equalling 30% of students voting in the last general election. A total of 5,146 students voted in the general election March 1, 1978; a petition to call for a special election to consider a new governing structure would require at least 1,544 student signatures.

" The process of placing the constitutional amendment question on the ballot, and the subsequent rulings of the Election Commission and the judicial bodies, have been consistent with the procedures established under the current Constitution of the Students' Association. Although I would have preferred that an alternate structure be proposed concurrently with the present action of the Association, it is my interpretation that approval will have the effect of simply allowing the Students' Association to take the first step in a reorganization effort. In my opinion, the student vote in this referendum calls for immediate implementation of this first step.

" If the action of the Association is acted upon favorably by the Regents, there will be a number of implications for programs and procedures which currently are responsibilities of the Students' Association. I believe orderly and acceptable alternatives can be determined that will meet essential program obligations. I intend to preserve and protect student involvement in the process of filling student positions in the committee and governance structure of the University by asking that the Dean of Students work with student leaders in nominating students for these positions....

" Although the current judicial structure would be eliminated if Regents approve current amendments, it is my intention to delegate responsibilities for adjudicating any disputes regarding a new election to an Appellate Court as constituted under the current Students' Association Constitution.

In summary, the desire to alter the present governing structure of the Association was expressed by students voting on March 1, and I believe that this desire to reorganize their Association should be acknowledged by administrative and regental approval. A strong, viable Association representing students within the University community is essential. It is my hope that the Association will adopt a revised structure in the near future and submit the resulting amendments for administrative and regental action...."

#### System Administration

The Students' Association at The University of Texas at Austin in a referendum voted to abolish the present governing structure of the Association. A provision was provided for another referendum to be held when a new proposed governing structure is devised. The intent of the students may be carried out by eliminating from the Constitution of the Students' Association Articles II, III, IV, and V on Organization, the Legislative Branch, the Executive Branch, and the Judicial Branch in their entirety and by also adding to the Amendments article the provision that a new governing structure may be considered in a special election called upon petition of 30 percent of those voting in the last general election. President Judy Spalding of the Students' Association has made a request to President Rogers that the above changes be made in the Constitution of the Students' Association.

14. U. T. Dallas: Proposed (a) Ph.D. in Human Development and Communication Sciences; (b) Conditional Withdrawal of Ph.D. in Communication Disorders and Ph.D. Programs in Special Education and Human Development; (c) Conditional Dropping of Ph.D. in Industrial Biosciences; and (d) Request to Drop B.S. in Occupational Therapy, B.S. in Dietetics and Nutrition, M.S. in Interdisciplinary Studies, B.A. in German and B.A. in Russian and Request to Seek Permission from Coordinating Board Therefor (Catalog Change).--

#### ·RECOMMENDATION

System Administration concurs with the request of U. T. Dallas for authority to make the following changes in their approved degree programs and to present these changes to the Coordinating Board for its consideration:

##### School of Human Development

1. Add a Ph.D. in Human Development and Communication Sciences and when and if this is approved by the Coordinating Board drop the existing Ph.D. in Communication Disorders and withdraw the Ph.D. programs in Special Education and Human Development now pending before the Coordinating Board.
2. Drop the authorization for the B.S. degree in Occupational Therapy.

##### School of Natural Sciences and Mathematics

1. Withdraw the authorization for the Ph.D. in Industrial Biosciences if and when the Coordinating Board approves the pending joint Ph.D. in Applied Chemistry (joint with U. T. Arlington and Dallas Health Science Center).
2. Drop the authorization for the B.S. degree in Dietetics and Nutrition.

##### School of Arts and Humanities

1. Drop the authorization for the M.S. degree in Interdisciplinary Studies while retaining the previously authorized M.A. degree in Interdisciplinary Studies
2. Drop the previous authorization for the B.A. degree in German and B.A. degree in Russian

#### BACKGROUND INFORMATION

The proposed Ph.D. in Human Development and Communication Sciences will replace the existing Ph.D. in Communication Disorders and in doing so more fully utilize the strengths of the School of Human Development and the Callier Center for Communication Disorders. The program is designed so the student gains depth in one of the following concentrations: Hearing and Brain--Development and Disorders; Language and Brain--Development and Disorders; Cognition--Development and Disorders; and Social and Emotional--Development and Disorders. Each student will complete a research practicum and a dissertation. The faculty is strong

and entirely adequate for the program. The library more than meets the minimum Clapp-Jordan standards and has microform documents available and inter-university library loan arrangements. The program will be self supporting at the outset from formula funding.

The other changes are recommended to improve the consolidation of the programs at U. T. Dallas

Secretary's Note: If this item is approved by the Board of Regents, the minute order will reflect that when and if same is approved by the Coordinating Board the next appropriate catalog published thereafter will be revised to reflect this action.

15. U. T. Austin: Proposed Appointment to John Arch White Professorship in Business Administration.--

#### RECOMMENDATION

##### President Rogers

President Rogers recommends the appointment of Professor Raynard M. Sommerfeld to the John Arch White Professorship in Business Administration at The University of Texas at Austin effective September 1, 1978.

SYSTEM ADMINISTRATION CONCURS.

#### BACKGROUND INFORMATION

This recommendation has the support of Dean Kozmetsky and the endorsement of Vice President Hays and the Budget Council of the Department of Accounting. The John Arch White Professorship in Business Administration was approved by the Board of Regents in 1967.

Professor Sommerfeld has a national reputation as a scholar, teacher, and researcher. He has received the Jack G. Taylor Teaching Excellence Award, the Texas Students' Association Teaching Award, the Doctoral Students in Business Outstanding Contribution Award, and the College of Business Administration Student Council Teaching Award. He is a worthy appointee to this professorship.

16. U. T. Austin: Request to Accept Gift and to Establish the Peat, Marwick, Mitchell Professorship of Accounting and Proposed Appointment Thereto.--

#### RECOMMENDATION

##### President Rogers

President Rogers recommends that a pledge from the Peat, Marwick, Mitchell Foundation to provide \$175,000 to The University of Texas at Austin over a ten-year period at an annual rate of \$17,500 to support the Peat, Marwick, Mitchell Professorship of Accounting be accepted and that the Board of Regents approve the establishment of this Professorship.

President Rogers further recommends that Dr. Glenn A. Welsch be appointed the first Peat, Marwick, Mitchell Professor of Accounting effective September 1, 1978.

SYSTEM ADMINISTRATION CONCURS in both recommendations of President Rogers.

## BACKGROUND INFORMATION

This Professorship is to be supported by the annual \$17,500 gift providing a \$10,000 salary supplement plus \$7,500 for fringe benefits and expense reimbursements to the holder of the Professorship. The customary permanent endowment for professorships is not created.

Professor Welsch is most deserving of the honor and meets the high standards set by the donor. This appointment has the support of Dean Kozmetsky and Vice President Hays and has the endorsement of the Peat, Marwick, Mitchell Foundation.

17. U. T. Austin: Proposed Cooperative Agreement Between The University of Texas at Austin and the National Oceanic and Atmospheric Administration Transferring Operational Authority of the Southeast Fisheries Center, Port Aransas Laboratory, from the National Marine Fisheries Service to The University of Texas at Austin.

## RECOMMENDATION

### President Rogers

President Rogers recommends that the Board of Regents approve the Cooperative Agreement between The University of Texas at Austin and the National Oceanic and Atmospheric Administration transferring operational authority of the Southeast Fisheries Center, Port Aransas Laboratory, from the National Marine Fisheries Service to U. T. Austin effective on the date of approval and covering a period of three years with a possible option for two more years. (See Agreement set out on Pages A & D 22 - 56.)

### System Administration

System Administration concurs with the recommendation of President Rogers contingent upon receipt of a statement from U. T. Austin verifying the inventory of the equipment and library volumes identified in Attachment No. 3 of the Agreement.

## BACKGROUND INFORMATION

Having use of this laboratory will greatly enhance the research program in mariculture being conducted by U. T. Austin scientists at Port Aransas. In addition, as outlined in the agreement and the accompanying appendices, it will permit the University to work with the Texas Parks and Wildlife Department as well as other educational institutions on problems important to the State of Texas.

The Cooperative Agreement has been approved by the Office of General Counsel as to form.

**COOPERATIVE AGREEMENT**  
Between  
United States of America  
U.S. Department of Commerce  
National Oceanic and Atmospheric Administration  
National Marine Fisheries Service  
and  
The University of Texas at Austin

This Agreement, entered into as of the date of final execution set forth on the signature page, between the United States of America (hereinafter referred to as the Government) acting by and through the Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service (hereinafter referred to as NMFS) and the University of Texas at Austin (hereinafter referred to as the Cooperator),

WITNESSETH THAT WHEREAS, the Government owns a laboratory identified as Southeast Fisheries Center, Port Aransas Laboratory (hereinafter referred to as the Facility) which has unique facilities for fisheries research and studies; and

WHEREAS, current nonavailability of program funds has resulted in temporary curtailment of NMFS research work performed at the facility, and the Government desires that the research be continued; and

WHEREAS, the Cooperator desires to utilize the Facility for research and teaching compatible with the program mission of NMFS; and

WHEREAS, the Cooperator is willing to share the Facility with NMFS and it is in the Government's interest to enter into a cooperative arrangement;

NOW THEREFORE, in consideration of the premises and agreements hereinafter set forth, the parties mutually agree as follows:

1. Use of Shared Facilities:

- a. Cooperator will conduct teaching and research in mariculture as set forth in Cooperative Proposal. See Attachment 1.
- b. It is agreed that NMFS will share in the facilities only to the extent that a permanent space will be provided for one individual, or more on a temporary basis if needed, and at no cost to the Government. It is agreed that such sharing will be on a non-interference basis, i.e., the work of either party sharing the facility shall not be hampered by the other, nor shall a supervisory-employee relationship exist between the two parties. Matters arising under this Agreement will be referred only to those authorized personnel identified elsewhere in this Agreement.

2. Period of Agreement

The Agreement will cover a three-year term with a unilateral optional right vested with the Government to extend the Agreement for an additional two-year period. Agreement to become effective as of date of final execution on signature page.

3. Government Property

- a. Authorization and Title. The Government authorizes the Cooperator to occupy the Port Aransas Laboratory and to utilize the Government owned facilities and equipment therein, as set forth in Attachments 2 and 3 of this Agreement, for the purpose of performing research and educational work described in Cooperative Proposal. For the purposes of this Agreement, such facilities and equipment shall constitute and be referred to collectively as "Government Property",

title to which shall remain in the Government. Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government Property or any part thereof be or become a fixture or lose its identity as personalty, by reason of affixation to any realty.

Government property shall, unless otherwise provided herein, be used only in the performance of this Agreement.

- b. Maintenance, Repair and Protection. The Cooperator must maintain, repair, and protect the Government property while in its custody. Repair or replacement of Government Property, to the extent that the Cooperator is responsible under this Agreement, is to be performed at the expense of the Cooperator.
- c. Improvements and Alterations. Major improvements or alterations to the Facility made by the Cooperator are subject to prior approval by NMFS. Title to such improvements will vest in the Government. The Government, however, agrees that upon expiration of the term of the Agreement, or upon termination of the Agreement by the Government before its expiration, the Government shall pay the Cooperator the unamortized cost of improvements installed at the Cooperator's expense provided that such improvements would ordinarily be undertaken by the Government in its operation of the facility. The Cooperator will not be paid for improvements or alterations which the Government would not ordinarily make. Applicability and period of amortization to be agreed upon by both parties at the time of approval and/or purchase of improvements/alterations.

All calculations of the unamortized cost shall be on a straight line basis. Such calculations shall be conclusive as to the amount of the unamortized cost.
- d. Liability for Loss. The Cooperator assumes the risk of, and shall be responsible for, any loss or destruction or damage to the Government property except for reasonable wear and tear, for loss or damage caused by negligence of any Government agents or personnel, by Act of God, and except to the extent that such property is consumed in the performance of this Agreement. In the event of loss or destruction of, or damage to the Government Property, the Cooperator shall notify an authorized Government official identified elsewhere in this Agreement and provide such details as may be required, together with advice regarding planned repair and/or replacement.
- e. Government Access. The Government shall have access at all reasonable times to the premises where Government Property is located.
- f. Property Control Records. The Cooperator shall maintain real and personal property control records of Government Property and will make available to authorized representatives of the Government at all reasonable times all of its property records under this Agreement. Cooperator shall maintain those records until relieved of responsibility therefor in accordance with written instructions from the Government.
- g. Disposal of Property. Cooperator must secure approval and/or instructions from the Government prior to the disposal of any Government Property, including worn or broken equipment.



#### 4. Conditions of Occupancy

- a. **Costs of Operation.** Upon execution of this Agreement, the Cooperator shall assume full and complete responsibility for any and all expenditures with respect to the daily operating costs of the Government Property. The Government will have no responsibility for such operating costs whatsoever. Further, the Cooperator, as part of this Agreement, will allow the use of space by Government agent(s), as described in Attachment 4, at no cost to the Government.
- b. **Cooperator Presence.** Cooperator agrees to occupy and use the facility to teach and perform research in mariculture for the period of the Agreement, and further agrees that failure to do so will constitute a breach of Agreement.
- c. **Reversion of Facility.** Immediately upon expiration or termination of the Agreement, the Government premises must be vacated by the Cooperator and made available to the Government, unless occupancy is separately authorized.
- d. **Licenses, Codes and Regulations.** The Cooperator, insofar as allowed by law, and without expense to the Government, shall be responsible for obtaining any necessary licenses and permits, and for complying with applicable Federal, State and Municipal laws, codes, and regulations, in connection with the prosecution of this Agreement. The Cooperator is not relieved of any such responsibilities by virtue of its occupancy and operation of a federal facility.
- e. **Government Saved Harmless.** The Cooperator will indemnify and save harmless the Government, insofar as authorized by State law, from any and every claim or demand of every kind or character, which may ever be asserted by reason of death, bodily injury, damages or loss of property resulting in any way from the performance of this Agreement. The Government will in no manner whatsoever be responsible for instrumental or other equipment installed and operated by the Cooperator.

In addition, the Cooperator will maintain adequate insurance to cover any and all damages to Government Property. If the Cooperator is self insured, such protection will be acceptable to the Government.

- f. **Other Party Occupancy.** Occupancy of the facility by any party other than the Cooperator and Government personnel will be subject to the approval of NMFS. Such occupancy will be limited to education institutions, State agencies, or their agents.
- g. **Name of Facility.** The Facility will continue to be identified as a federal facility. However, the Cooperator may display such identifications as it deems appropriate, subject to Government approval.
- h. **Modification of Agreement.** Terms of this Cooperative Agreement may be modified at any time by agreement of both parties.

#### 5. Termination of Agreement

- a. **Convenience of Government.** This Cooperative Agreement may be terminated by the Government whenever the Government shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Cooperator of the notice of termination and the date upon which termination becomes effective. Government must give at least six months notice of such termination.

- b. Convenience of Cooperator. This Cooperative Agreement may be terminated by the Cooperator whenever the Cooperator shall determine that such termination is in the best interest of the Cooperator and the State of Texas. Any such termination shall be effected by delivery to NMFS of the notice of termination and the date upon which such termination becomes effective. Cooperator must give at least six months notice of such termination.

## 6. Reports and Rights to Data

- a. Program Reports. Cooperator shall furnish to NMFS, at twelve-month intervals, brief summary progress reports of teaching and research activities being conducted at the Facility. In addition, program reports are to be submitted upon completion of each activity and shall be in sufficient detail to disclose all work accomplished and results achieved during the reporting period.
- b. Annual Inventory Reports. The Cooperator shall provide an annual property inventory report as well as a final inventory report at the conclusion of the Agreement.
- c. The Cooperator shall provide a report of operating costs of the Facility on an annual basis as well as at the conclusion of the Agreement.
- d. Cooperator agrees to maintain in sufficient detail records reflecting all work accomplished for all teaching and research projects to be carried out under this Agreement at the Facility and agrees to make available all data developed in conjunction with the projects which the Government deems to be in the public interest.

## 7. Equal Opportunity

During the performance of this Agreement, the Cooperator agrees as follows:

- a. The Cooperator will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Cooperator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Cooperator agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity article.
- b. The Cooperator will, in all solicitations or advertisements for employees placed by or on behalf of the Cooperator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. In the event of the Cooperator's noncompliance with the Equal Opportunity Article of this agreement, the agreement may be subject at anytime, to cancellation, termination or suspension by the Government.

## 8. Certification of Non-segregated Facilities

Cooperator certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Cooperator certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Cooperator agrees that a breach of this certification is a violation of the Equal Opportunity provision in this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

## 9. Clean Air and Water

- a. Cooperator agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et. seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the execution of this Agreement.
- b. Cooperator agrees to use his best efforts to comply with clean air standards and clean water standards at the Facility during the performance of this Agreement.
- c. The terms used in this article have the following meanings:
  - i. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et. seq., as amended by Public Law 91-604).
  - ii. The term "Water Act" means the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500).
  - iii. The term "clean air standards" means any enforceable rules, regulations guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738; an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)); an approved implementation procedure of plan under Section 111(c) or Section 111(d), respectively, of the Air Act procedure under Section 113(d) of the Air Act (42 U.S.C. 1857c-7(d)).
  - iv. The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by a local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

- v. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirement of the Air Act or Water Act and regulations issued pursuant thereto.
- vi. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned or leased to be utilized in the performance of the foregoing Agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are colocated in one geographical area.

10. Settlement of Disputes

- a. Any dispute concerning a question of fact arising under this Cooperative Agreement which is not disposed of by mutual agreement shall be decided by NMFS, which shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the Cooperator. The decision of NMFS shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Cooperator mails or otherwise furnishes to NMFS a written appeal addressed to the Secretary of Commerce. The decision of the Secretary of a duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Cooperator shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Cooperator shall proceed diligently with the performance of the Agreement and in accordance with the NMFS decision.
- b. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; PROVIDED, That nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

11. Authorized Personnel.

- a. Personnel authorized to act in Government's behalf, See Attachment 5.
- b. Personnel authorized to act in Cooperator's behalf, See Attachment 6.

IN WITNESS WHEREOF, the parties have executed this Cooperative Agreement as of the day and year of the last signature date indicated below:

UNIVERSITY OF TEXAS AT AUSTIN

By: Loraine L. Rogers  
 Title: President

Date: 3-8-78

UNITED STATES OF AMERICA  
 DEPARTMENT OF COMMERCE

By: \_\_\_\_\_  
 Richard A. Frank  
 Administrator  
 NATIONAL OCEANIC AND  
 ATMOSPHERIC ADMINISTRATION

Date: \_\_\_\_\_

ATTACHMENT I  
PROPOSED PROGRAM  
FOR THE OPERATION OF THE  
NATIONAL MARINE FISHERIES LABORATORY  
AT PORT ARANSAS, TEXAS  
BY THE  
UNIVERSITY OF TEXAS  
MARINE SCIENCE INSTITUTE

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## INTRODUCTION

The Marine Science Institute of the University of Texas plans to build a major program for mariculture research and teaching. We hope to center it at the National Marine Fisheries Service facility in Port Aransas. We are prepared to staff this program immediately and have new funding in hand to accomplish this. We would continue to expend our investment in this facility to achieve our goals. These objectives were first described to Mr. Frank on August 3 and confirmed in Dr. Burk's letter to him of August 18. President Rogers' letters to Mr. Frank of September 12 and to Dr. Hess on December 5 further confirmed these commitments.

At the request of Mr. Stevenson of the NMFS, we are here expanding on these objectives and commitments.

Our own Port Aransas Marine Laboratory, only a few blocks from the NMFS lab, provides unparalleled scientific, maintenance, and administrative support for the operation of the NMFS facility. We can operate it far more efficiently and economically than anyone else in the State. It is also our objective in building this broad mariculture program to make space available, without charge, to other institutions, agencies and schools for research and development projects which are compatible with these overall objectives. Texas A & M, the University of Houston, Rice University & Texas A & I, for example, have already expressed such interest. We welcome this participation. We have already committed to a cooperative program in finfish mariculture with the Texas Parks and Wildlife Department, and are building a cooperative program with the NMFS lab in Galveston.

In addition to the basic research, development and teaching programs which we will be conducting at this facility, we believe that these operations will meet the needs of the community and region for the foreseeable future. We recognize the need for major renovation and maintenance and are prepared to handle them. This is particularly important in a small, isolated coastal village such as Port Aransas.

We do not believe that it is practical to administer a small facility like the NMFS lab through a committee or a consortium. We think this would seriously complicate problems of maintenance and jeopardize any major

capital improvements. It is also unreasonable to allocate space within the facility purely on an institutional basis. It would be impossible to honor all such requests, and this again would create major problems in allocating maintenance costs and justifying major capital improvements. All of the research and development programs which we plan are inter-related, and each contributes to the success of the other. We are reluctant to start building isolated, independent and possibly unrelated research programs. However, this by no means indicates we would not welcome other participants from throughout the State or throughout the country. We simply believe that the operational program we propose will be the most productive and efficient usage of the NMFS facility.

We have successfully obtained major long-term grants devoted to mariculture to supplement the University support which we already have committed. These represent entirely new monies for research, development and teaching. We would not simply be moving programs into the facility that are already funded and operational elsewhere. One of the major space problems is the demand on the environmentally controlled growing tanks. We have made preliminary investigations into the feasibility of converting the present garage into similar tank space. Although expensive, this would be an important improvement to the NMFS facility, and it would allow full utilization of the capacity and permit a larger number of cooperative programs.

The facilities at our own laboratory, as well as our various vessels, docking space and temporary accommodations, would be available to all researchers within the limitations of timing and space. Administratively, the NMFS facility will be operated as part of our Port Aransas Marine Laboratory, under my ultimate responsibility as Director of the UT Marine Science Institute. Our Port Aransas Lab is the only major research and teaching facility along the Texas coast and our programs have expanded significantly in the last few years. The American Society of Limnology and Oceanography will be holding its annual meeting there early next year. An international conference on brine shrimp is also scheduled for the summer of 1979, to be sponsored by UT/MSI and the World Mariculture Society.

The programs we describe here are inter-related and are designed to take maximum advantage of the existing NMFS facilities as well as our own operations at our Port Aransas Lab, our St. Croix mariculture facility, and our effluent program on Corpus Christi Bay. We have senior researchers on our staff who are ready to start work now, and we are actively filling other available positions. We have students waiting to start their research. We have the money to operate and improve the NMFS facility, and we have a major marine laboratory only a few blocks away to support these programs. We have the backing of the University of Texas and the support of the largest campus in the state.





4. Maintenance - We estimate the utilities, custodial and maintenance costs at a minimum of \$50,000/year. Our Port Aransas Marine Laboratory, only a few blocks away, has complete capabilities, including carpenters, electricians, machinists, plumbers, etc., as well as all necessary equipment. This is particularly important in such a small village as Port Aransas. Our maintenance people are also particularly familiar with marine laboratory requirements.

5. Scientific Back-up - Our Port Aransas Marine Lab will provide scientific back-up for all research programs conducted at the NMFS facility, including a large library, computer facilities, sea-water systems technology, water quality, chemistry, physiology, bacteriology, virology, pathology, nutrition, etc. In addition, to the extent that scheduling and space permit, we would welcome cooperating researchers from other institutions and agencies to utilize lab space and facilities here to supplement the work being done at the NMFS facility.

6. Research Vessels - Our laboratory at Port Aransas, a few blocks away, is fully equipped with a variety of research vessels designed for continental shelf and bay and estuary work. Our other laboratory at Galveston is fully equipped for open-water work throughout the world, and we expect an even larger vessel to be added to our fleet this year. All of these vessels will be available to the programs conducted at the NMFS facility by both UT/MSI and other researchers, depending on timing, availability, and facilities.

7. Docking Facilities - There is no docking available at the NMFS facility. However, we have a large boat basin a few blocks away at our own laboratory. The Regents of UT have just now approved \$350,000 in new funds to improve the harbor entrance and dock accommodations, to accept more and larger vessels. The work will be completed in the next few months. Independent of the outcome of these negotiations, we have committed docking space to the Texas Parks and Wildlife vessel, and to research vessels from Texas and other states doing work in this part of the Gulf of Mexico. We will also commit docking space to vessels of other State institutions, schools and agencies involved with research at our own laboratory, or at the NMFS facility.

8. Temporary Accommodations - As part of our Port Aransas Marine Lab we have dormitory and apartment space available, only a few blocks from the NMFS facility. These accommodations are not normally fully committed and we will provide such temporary and itinerant accommodations for all participants in the NMFS facility from Texas and other states, according to timing and space limitations. This is particularly important in such a small community as Port Aransas.
9. State Cooperative Programs - We have long been committed to encouraging participation by various State research groups at Port Aransas. A large number of State institutions, schools and agencies are now utilizing our facilities in independent and cooperative programs -- ranging from the Texas Antiquities Commission to the Texas Coastal Management Council. This is a commitment we extend as a matter of policy. This would also include our operation of the NMFS facility in Port Aransas, and space would be provided at no cost to the participants. As cooperative projects are initiated, copies of agreements will be provided the NMFS.
10. Texas Parks and Wildlife Department - As noted above, we have committed docking space to the Texas Parks and Wildlife vessel doing research along the Texas coast. In addition we are committed to continuing at the NMFS facility the very successful breeding and spawning program of finfish generated between NOAA/NMFS and Texas Parks and Wildlife during recent years. (See attached Burkett letter). The scientist who developed this program (Dr. C. R. Arnold) is now part of the UT/MSI staff at Port Aransas. We will provide financial as well as cooperative assistance to the continuation of this program. This is high on our priorities, and in this regard we are particularly pleased that Texas Parks and Wildlife is planning to keep their Palacios feed-out facility operating, since this is

critical to the success of our cooperative program, and to finfish mariculture in general.

11. Institutional Participation - We have always been committed to encouraging Texas and other institutional/and agency participation in our broad research objectives and programs, and this will apply also in our operation of the NMFS facility at Port Aransas. Texas A & M, University of Houston, Rice University, and Texas A & I have already expressed interest in cooperation and utilization of these facilities. We welcome such participation, and already have many joint, cooperative or inter-related programs underway. At the NMFS facility we will similarly provide space for such research efforts, so long as they are compatible with our overall objectives and space limitations. Complimentary space will also be provided at our nearby Port Aransas Lab as needed. This space will be both at our Lab and at the NMFS facility.

## INITIAL RESEARCH PROGRAMS

1. Finfish Culture - Recent research at the NMFS facility in Port Aransas has produced for the first time ever the spawning in captivity of various commercial and sport fishes, including the red drum (redfish), spotted sea trout, southern flounder, croaker, black drum and sand trout. We believe that this has been an extremely important program and represents a major breakthrough in fisheries biology. Some of these researchers, including the ex-Director are now part of our staff at UT/MSI and are prepared to continue this work.

The grow-out and release of the redfish spawned at Port Aransas was done in collaboration with the Texas Parks and Wildlife Department. We will continue this program of research and will include other important species, including the red snapper. This will be a long-term program and is intimately inter-related to other programs described below.

As this program progresses, we are prepared to provide NMFS/Galveston, and others throughout the state, with the eggs or larvae of selected finfish. Depending on space requirements, we would encourage participation by Texas A & I researchers with their program on black drum. We intend also to include in this program studies of the physiology and culture of saltwater finfish species maturing in fresh water.

2. Red Drum Spawning - The red drum is a highly desirable game fish for recreational anglers and a prime market species for commercial fishermen in the Gulf of Mexico. There is strong evidence of a declining availability of these fishes along the Texas coast, and also evidence that these bays can support a much larger population of redfish. The basic objectives of this program are to develop techniques for commercial mariculture production, and to establish the capability of enhancing marine resources of the Texas bays through stocking. This program will be directed and partially supported by the Texas Parks and Wildlife Department, and will be carried out in conjunction with the Fisheries Culture Program described above. This contribution to the cooperative effort will be supported by UT/MSI.

The spawning of the redfish will be undertaken at Port Aransas

and the eggs (or fry) will be transported to the TP&WD grow-out facilities at Palacios for raising to releasable size. For this reason, we are particularly pleased that TP&WD intends to keep their Palacios facility in operation, as such capability is very important to the overall programs in finfish mariculture. The spawning, rearing, tagging and release of these fishes must be undertaken as a long-term effort, and we are committed to this objective. In addition we plan to study spawning under conditions of controlled temperature, photoperiod, water quality, nutrients, and feeding for other species, including black drum, spotted sea trout, southern flounder and red snapper. We will also study maturation of various salt water species in fresh water environments. All of this will be done in close collaboration with TP&WD and as our contribution to this cooperative program.

3. Culture of Brine Shrimp - A basic program for the continuous culture of the brine shrimp (Artemia salina) will be commenced this spring, utilizing the controlled environment of the artificial upwelling facility at our St. Croix Marine Station. The brine shrimp offers particularly important potential in the development of practical food chains for various mariculture programs. The cysts of brine shrimp are used world-wide since they remain usable for years when kept in an oxygen-free environment and produce nauplii within approximately 24 hours after immersion in salt water. An international conference on all aspects of Artemia is already planned for the summer of 1979, to be held in Corpus Christi and sponsored by UT/MSI and the World Mariculture Society.

4. Genetics Program - This program is intended to provide a basic capability in the genetic variability and inheritability of fishes, shellfish and crustacea. This will encompass both experience in immunoelectrophoretic techniques for basic understanding of variability between races of a given species and their distribution, as well as the capability of undertaking selection programs in managed aquatic food chains to breed marine animals with desirable characteristics. Immediate projects would include the genetic selection of the mariculture shellfish species now under cultivation at our St. Croix Marine Station, including eight species of oysters, clams and scallops. Concurrently we would also undertake immunoelectrophoretic studies of brine shrimp races. This ability

to determine genetic variability provides a basis for other work now ongoing and planned at Port Aransas.

Again, this Program is complementary to and will contribute to all of the other Programs planned for the NMFS facility at Port Aransas, such as genetic studies of naturally occurring populations of animals on the continental shelf near Port Aransas and elsewhere on the Texas coast. Texas Parks and Wildlife has expressed a strong interest in the racial variability and distribution of various commercial and game fish along the Texas coast.

5. Seaweed Culture - Several research programs and broad analyses have been made of the potential for tertiary sewage effluent treatment using various aquaculture systems which include various seaweeds, filamentous fresh-water algae, water hyacinth, and possibly phytoplankton. Each of these systems yields products of potential commercial value, including phycocolloids (agar and carrageenan), livestock feed, mulch, fertilizer and possibly methane. Filamentous algae have also been shown to be acceptable foods for a variety of animals, including certain fishes, Artemia, and ducks.

In cooperation with the city of Corpus Christi, we have established an effluent aquaculture research and development program at their Oso Sewage Treatment Plant. Since January 1976, a weekly water sampling program has been undertaken in Corpus Christi and Oso bays to establish base-line controls and determine fluctuations to guide our choice of culture strategies. A portable aluminum building will be installed at the Oso plant to support the outdoor experiments, and facilities at Port Aransas will be used for necessary quantitative growth experiments and for related chemical and biological studies.

In addition to the Programs described above, which we will start immediately at the NMFS facility, we also plan to initiate as soon as feasible other basic and inter-related programs. Unquestionably, research programs that are not foreseen now will become important during the course of programs. These can now only be guessed at. However, at a minimum we plan to start the following as promptly as feasible.

6. Biochemistry and Nutrition - A basic program for the determination of nutritional requirements of the species of finfish, pelecypod shellfish and crustaceans which will be grown, including the requirements of the different stages in the life cycle, and determination of conversion efficiencies of optimal diets.
  
7. Marine Phycology - Basic studies of the algae and seaweed which are important to the various specific mariculture programs being undertaken by UT/MSI will be conducted here in conjunction with our Port Aransas Lab and St. Croix Marine Station.
  
8. Phytoplankton Culture - UT already has broad phytoplankton programs under way at our Port Aransas Lab, St. Croix Marine Station and in the Department of Botany at UT/Austin. The NMFS facility at Port Aransas will permit a concentration of effort, utilizing these ongoing programs, for concentration on phytoplankton studies as they relate directly to mariculture.
  
9. Pelecypod Culture - Establishment of hatchery for pelecypod shellfish, including Crassostrea virginica and Mercenaria campechiensis for restocking in Texas bays and coastal waters. The Program will also include the development of different shellfish mariculture techniques.



## PERSONNEL

The Port Aransas Marine Laboratory of UT/MSI is located only a few blocks from the NMFS facility. This is a self-contained, long-established laboratory with many broadly based research and teaching programs. The lab is fully equipped to do research in the Gulf of Mexico and adjacent bays and estuaries. We operate a variety of vessels specifically designed to work in these environments. The lab will provide all necessary scientific back-up for work done at the NMFS facility, including library, computer facilities, seawater systems technology, water quality, chemistry, etc. Our lab also has complete maintenance capabilities, including carpenters, electricians, machinists, plumbers and other specialists, as well as the equipment necessary to do their work.

We operate, in conjunction with our Port Aransas Lab, a major mariculture research and development program at our St. Croix Marine Station, utilizing a controlled food chain based on nutrients supplied by the artificial upwelling of deep ocean waters. The resident faculty at Port Aransas has joint appointments in the Department of Marine Studies and various other departments at UT-Austin, including Microbiology, Botany, Zoology and Chemistry. We have cooperative programs with these departments as well as the colleges of Engineering and Pharmacy. The Bureau of Economic Geology is located in our headquarters building on the Austin campus, and is just completing a major study of ecological environments along the Texas coast and the adjacent state waters. We also have cooperative research programs with other campuses of the UT System, as well as other schools and agencies throughout the State and Federal groups such as the NMFS at Galveston. As needed, this broad research base can be drawn on to contribute to the successful operation of the NMFS facility at Port Aransas.

Administratively, the NMFS facility will be handled as part of our own Port Aransas Marine Laboratory, under my responsibility as Director of the UT Marine Science Institute. We operate another major marine laboratory at Galveston, devoted largely to open-ocean rather than coastal zone work, but the facilities and personnel there are also available to this program wherever they can contribute. Our Port Aransas Lab has a staff of more than 140, including many researchers whose specialities will be available

to this program. In addition to Dr. Oswald A. Roels, the staff includes researchers in particularly pertinent fields: Dr. J. C. Batterton (marine physiology), Dr. W. Brogden (computer modeling of ecological systems), Dr. J. N. Cameron (marine physiology and respiration), Dr. Warren Flint (ecology of benthic communities), Dr. K. C. Haines (phytoplankton culture and marine nutrients), Dr. J. S. Holland (marine benthic communities), Dr. P. Johansen (marine zooplankton and ecology), Dr. D. Kamykowski (plankton communities and oceanic controls), Dr. W. Y. Lee (marine zooplankton and pollution), Dr. J. A. C. Nicol (fish physiology and vision), Dr. C. H. Oppenheimer (environmental ecology), Dr. Faust Parker (ecology of fishes), Dr. P. L. Parker (marine chemistry and organic geochemistry), Dr. R. S. Scalan (marine algae and seagrasses, carbon isotopes), Dr. C. Van Baalen (metabolism and ecology of microalgae), L. Van Hemelryck (engineering of mariculture systems), Dr. J. K. Winters (stable isotopes in biochemistry), Dr. D. E. Wohlschlag (finfish metabolism and environmental controls).

Some of the former researchers from NMFS have joined our staff at Port Aransas, including the former Director, Dr. C. R. Arnold. Dr. Arnold developed the successful spawning of finfish in captivity. The Director of our Port Aransas Marine Lab, Dr. O. A. Roels, is a world-recognized expert on mariculture. In addition, Dr. J. A. De Boer and Dr. B. A. Sharfstein have joined our staff specifically to conduct mariculture research, along with Dr. K. C. Haines and L. Van Hemelryck. We are financially prepared to hire the additional senior researchers required for the programs described here, and are actively trying to fill several of these positions. Dr. Sorgeloos of Belgium will be working with us on a part-time cooperative basis, as well as Dr. N. E. Armstrong of UT-Austin and Dr. R. James of Texas A & I. Dr. C. Mock of NMFS/Galveston will also be working cooperatively with us.

We expect that, initially, seven graduate students will be working on their Ph. D. degrees in various mariculture fields this year, including marine genetics, game fish ecology, phytoplankton culture, the culture of brine shrimp and other aspects. We now have funding to support these students.

### SPACE REQUIREMENTS

Three one-story buildings have been constructed at the NMFS facility at Port Aransas. The gross area of these is as follows:

Laboratory Building -----	15,000 sq. ft.
Garage Building -----	2,500 sq. ft.
Maintenance & Storage -----	4,750 sq. ft.

The laboratory building is divided into offices, laboratories, a darkroom, library, a wet laboratory, mechanical room, rest rooms and corridors. The largest space in the building is the 3,000 sq. ft. tank room. This tank room is the key to any unique attraction to this facility, including its controlled temperature, photoperiod and water quality.

Half of the tanks in this room will be needed by the Texas Parks and Wildlife for their requirements of three spawns per year in this cooperative program. The remaining two tanks will be used variously for other finfish research and as part of the other research programs described here. The room now utilized for culture of algae and rotifers will be used in common for several of the programs.

We have made preliminary investigations into the feasibility and cost of converting the present garage building into additional tank space. It appears that this is possible, but fairly expensive. The need for these saltwater tanks is the limiting factor at present in the full and optimum use of the NMFS facility. In the event we are able to renovate and develop such additional tank space, we believe we can significantly expand the number of cooperative research and development programs that can be handled.

In addition to these tank-room requirements, we foresee the following minimum space allocations to meet the programs described here:

Genetics: Room 111	Phycology: Rooms: 127, 128
Biochemistry: Room 130	Parks & Wildlife: Room 126
Physiology and shrimp: Room 129	NMFS/NOAA: Room 104
Finfish Culture: Room 103	Seaweed: Room 118
Crustaceans: Room 107	Phytoplankton: Room 124
Pelecypod shellfish: Room 119	

The obvious common usage rooms include the tank room, library and conference rooms (105, 110, 120) and the three laboratory rooms (121-123).

Our own planned programs can fully utilize the NMFS lab, and with the requirements of the cooperative Parks and Wildlife program, the capacity of this facility is already strained.

TEXAS  
PARKS AND WILDLIFE DEPARTMENT



HENRY B. BURKETT  
EXECUTIVE DIRECTOR

4200 Smith School Road  
Austin, Texas 78744

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February 10, 1978

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REC'D	FEB 17 1978
REFER TO _____	
Handle _____	Lead & Return _____
File _____	

Dr. Creighton A. Burk, Director  
The University of Texas  
Marine Science Institute  
P. O. Box 7999, University Station  
Austin, Texas 78712

Dear Dr. Burk:

A telephone call received this morning from Mr. Ross Shipman indicated that the National Marine Fisheries Service has selected the University of Texas to be the lead agency at the Port Aransas Marine Lab facility. Mr. Shipman related that it would be desirable to have a letter from the Parks and Wildlife Department outlining our needs at that facility.

I am attaching a copy of the proposed operating plan that we will be presenting to our Commission on March 1, 1978 for their consideration. Basically, we will need approximately 40% of the holding tank space, including two of the approximately 6,000-gallon tanks for the spawning of red drum. We will also need adequate wet lab space for the culture of algae and rotifers. Finally, we will need one combination office and lab to house one biologist and one technician.

If the Parks and Wildlife Commission approves the operating plan and the operating budget, yet to be completed, we would anticipate staffing our project no later than April 1, 1978.

Sincerely,

  
HENRY B. BURKETT  
Executive Director

HBB:RJK:da

Attachment

Attachment 2 - Real Property

A. LAND: The Port Aransas Laboratory is located on a 15.91 acre tract

(at Port Aransas, Texas, bounded on the north by the Navigation District bulkhead line on the Pt. Aransas-Corpus Christi Waterway; on the west by the lands of the U.S. Army Corps of Engineers; on the south by Port Street and on the east by a line running at right angles from the Navigation District's north bulkhead line to Port Street.)

B. BUILDINGS:

1. Research Building - 12,726 sq.ft.
2. Garage Building - 2744 sq.ft.
3. Gear Storage - 5014 sq.ft.

C. OTHER STRUCTURES AND FACILITIES

1. Bulkhead
2. Pier
3. Utility Systems
4. Roadways
5. Dredge Fill
6. Fence

Attachment 3 - Personal Property  
Unofficial - To be verified/finalized

A. ACCOUNTABLE PROPERTY

LINE ITEM	ITEM DESCRIPTION, MODEL & SERIAL NUMBER 15 FEBRUARY '78 LOACTION BY U.T. TEAM	INVENTORY NUMBER	COST
1	<u>Analyzer</u> Coleman 33 (4023) 124	208956	\$2,350.00
2	<u>Balance Macro Analytical</u> Mettler Mod E-10 (386779) Rm111	208973	733.00
3	16' <u>John Boat</u> , 44098 Shop	209458	570.00
4	16' <u>John Boat</u> , 44227 Shop	209457	570.00
5	21' <u>Skipjack Boat</u> , Shop	209008	2,450.00
6	13' <u>Boat</u> , Boston Whaler Sport 3046M75M	209134	1,146.00
7	6 Man <u>Life Raft</u> 60m Texas Electric Shop	209464	706.00
8	<u>Building</u> Kaiser Port 8x10	209882	450.00
9	<u>Camera</u> Microflex W/Accessories (44524)	209334	1,626.00
10	<u>Camera</u> Nikon 35 MM 2.5 Lens 369416 (1045110)	209133	273.00
11	<u>Camera</u> , Polaroid Land, AD192049 Rm 118	209906	132.00
12	<u>Echo Sounder</u> , Raytheon, DE 725C, 13111	209330	370.00
13	<u>Enlarger</u> , Photo, Bessler, 45MCRX 46897 Rm 110		419.00
14	<u>Refrigerator</u> Portable Coil Mod PCC 24A-2 (RH41180)	209907	433.00
15	<u>Refrigerator</u> 14 CU Ft. (RG146576) Junk	209335	144.00
16	<u>Freezer</u> Amana 18' (39103024)	209012	319.00
17	<u>Generator</u> Goodall-Powrite 2000 (34644)	209916	320.00
18	<u>Hoist Elec.</u> Boat Ace #401 W/Cover	209971	1,995.00
19	<u>Incubator</u> , 14x8	207219	222.00
20	<u>Adding Machine</u> , Monroe, Mod 150, s/n 68078 Rm 101	209667	153.00
21	<u>Adding Machine</u> , Monroe, Mod 150, s/n 68098 Rm 104	209668	158.00
23	<u>Mach Calc</u> Monroe Mod 1320 (E035180) Rm 119	209969	445.00
24	<u>Mach Calc</u> Monroe Card Reader 1766 (E640891)	209671	276.00
25	<u>Machine Calculator</u> , Monroe, s/n E835748, Rm 119	209669	915.00
26	<u>Mach Calc</u> Elect Stat Mod 1766 (E925076) Rm 129	209670	1,633.00
27	<u>Machine Calculator</u> , Monroe, Mod 1320 s/n Mo35568, Rm 129	209970	445.00
28	<u>Meter Oxygen</u> Mod 51-A (3913)	209341	300.00
29	<u>Meter Specific Ion</u> 40100 (4609)	209883	990.00
30	<u>Meter PH</u> Perkin-Elmer 283 (R9733)	209329	195.00
31	<u>Microscope</u> Stereo Dolan M7A Zoom (135583)	209461	3,751.00
32	<u>Microscope</u> Stereozoom, Mod BV-1070 Rm 124	205640	632.00
33	<u>Microscope</u> Stereozoom, Mod BV-1070 Rm 118	205641	632.00
34	<u>Microscope</u> Stereozoom, Mod BV-1070 B L	205642	679.00

35	<u>Microscope</u> Stereozoom Mod BV-1070 BL	205643	679.
36	<u>Microscope</u> AO Phasestar Series 10 (865521)	209028	1,546.
37	<u>Microscope</u> AO Phasestar Series 10 (866190)	209029	1,546.
38	<u>Microtome</u> Cryostat Mod GTD 3342 (3326191)	209444	2,772.
39	<u>Motor Outboard</u> Evinrude Mod 9222	209016	295.
40	<u>Motor Outboard</u> Evinrude 25 HP s/n E0010245, Shop	209143	461.
41	<u>Motor Outboard</u> Evinrude 18 HP Mod 18202 (10385)	209013	325.
42	<u>Motor Outboard</u> Evinrude 18 HP (10400)	209014	325.
43	<u>Motor Outboard</u> Evinrude 18 HP (E0010384)	209015	325.
44	<u>Motor Outboard</u> Evinrude 135 HP (J01982)	209503	1,071.
45	<u>Motor Outboard</u> Evinrude 135 HP Mod 135583 (20921)	209918	1,397.
46	<u>Motor Outboard</u> Evinrude 25 HP Mod-25502 (E0011280)	209132	461.
47	<u>Mower Riding</u> Self Prop WI Engine Mod AGND 14 (42208)	209346	975.
48	<u>Lawn Mower</u> Toro 5 HP 25 In Mod-50 (30188)	209333	207.
49	<u>Overhead Center</u> , Wilson	209450	258.
50	<u>Projector</u> , Overhead	209449	136.
51	<u>Pump</u> Chemtrol Mod C03061 Type 8B (E631471)	209463	864.
52	<u>Pump</u> Chemtrol Mod CP3061 Type 8B (F631491)	209460	864.
53	<u>Pump</u> Chemtrol 7½ HP Mod-CP-3061 (F4-31066)	209910	741.
54	<u>Pump, Air</u> , 1½ HP Single Ph s/n5KC145AL	209447	417.
55	<u>Pump, Air</u> 3HP Single Phase s/n 5KC184AL	209451	804.
56	<u>Pump, Air</u> 3 HP Single Phase s/n 5KC184AL	209448	791.
57	<u>Purifier Water</u> Mod 9096 Distilling Unit (1127)	209905	451.
58	<u>Radio Transmitter &amp; Receiver</u> , W/Antenna Coupler SBA s/n460, Stock Room	209331	1,387.
59	<u>Refractometer</u> Salinity VWR-Scientific	209462	30.
60	<u>Portable Coil Refrigerator</u> Mod Pcc (RH4439)	209908	433.
61	<u>Refrigerator</u> 14 Cu. Ft. Top Freezer	209340	144.
62	<u>Refrigerator</u> 14 Ft. Top Freezer (RG146573)	209337	144.
63	<u>Safe</u> , Mosler, s/n 227704137 Rm 101		354.
64	<u>Salinometer</u> Beckman Mod R55-3 (1311)	209912	1,195.
65	<u>Saw Radial</u> 14 Inch (F01832)	209011	73.
66	<u>Saw Band</u> Wood (1542644)	209010	632.
67	<u>Station Base VHF Radio</u> Tel Ray 505.25 Watt	209465	647.
68	<u>Thermograph</u> File Recording Mod 3070	209501	450.
69	<u>Trailer</u> , Dilly Shoreline s/n 226943 Shop	209025	195.
70	<u>Trailer</u> , Boat, Shoreline a/n 226947 Shop	209026	195.
71	<u>Trailer</u> Boat Dilly F500 (299174)	209136	195.
72	<u>Trailer</u> , Tandem Skipjack 20' (23008)	209009	875.
73	<u>Typewriter</u> Royal 970 19" (1106140)	209001	436.
74	<u>Typewriter</u> Royal 19 In Mod 970 (1106160)	209002	436.
75	<u>Welder</u> Arc Lincoln W/Access (370136) K153	209466	507.

76	<u>Winch Electric Mod 8274 (11344)</u>	209129	316.
77	<u>Winch, Electric Mod 8274</u>	209130	316.
78	<u>Freezer (04448781)</u>	209967	
79	<u>Freezer (04449779)</u>	209966	
80	<u>Jointer 6" Long Bed (FC5349)</u>	209007	
81	<u>Refractometer, Salinity ADCat (325-209)</u>	209017	
82	<u>Thermograph, File Recording Model 3070</u>	209502	
83	<u>Nylon Line Grass Cutter, Needle Model 500</u>	209452	
84	<u>Holt Polisher Floor (52415)</u>	209965	
85	<u>Lawn Mower-Toro</u>	209964	
86	<u>Bench Grinder</u>	208975	
87	<u>Incubator, (ZA8029)</u>	209909	
88	<u>Microscope</u>	204399	
89	<u>Atomic Absorption (1518)</u>	209802	
90	<u>Microscope</u>	206049	
91	<u>Calorimeter and Accessories</u>	209147	
92	<u>Camera, Pentax (5077239)</u>		
93	<u>Camera, Bolex (B32778)</u>		
94	<u>Cassette, Panasonic, s/n ED64710</u>		32.
95	<u>Colorimeter Mfr. Technicon (GC3385)</u>		
96	<u>Microzone, Electroponesis, Bechman, Model R110 (76E2262)</u>		
97	<u>Fiberscope, Hirschowitz, s/n F05004</u>		1,40.
98	<u>Kardex, Aristocrat Rm 101</u>		357.
99	<u>Microfiche Reader, NW Microfile Inc. Mod 90 (A007D657)</u>		
100	<u>Microgasometer, Model 650, Mfg.- Scientific Industry Rm 129</u>		
101	<u>Microscope, Basch and Lomb (3307VB)</u>		
102	<u>Power Supply SP17A 0400 - Schlumberger</u>		
103	<u>Power Supply SP17A 0400 - Schlumberger</u>		
104	<u>Projector Slide, Honeywell, Model 620, s/n 19669</u>		90
105	<u>Refrigerator, Coldspot/Sears N60241</u>		
106	<u>Refrigerator, Coldspot/Sears N60241 (29008376)</u>		
107	<u>Refrigerator, Coldspot/Sears N60241 (29008422)</u>		
108	<u>Spectronic 20 Spectrophotometer Basch Lomb (2161)</u>		
109	<u>Thread Cutter 2½ - 4"</u>		
110	<u>Monomatic Recirculating Toilet</u>		157
111	<u>X-Ray Machine, Mobile Model IICE8A3 (54111) w/stand model IICU3A1 (8541138)</u>		
112	<u>Vacuum Cleaner, Mastercraft NB1542 Mod D6510LB</u>		
113	<u>Camera Lucida, for Steroscope Microscope</u>	217174	
114	<u>Light Microscope</u>		



115	Whirlpool Freezer (Chest)	208922	
116	Water Pump Model P021-A 6C, Crown (207031)		
117	Ryan Chart Recorder		
118	Coleman Nitrogen Analyzer, Model 29B (F6380)		
119	Stencil Cutter Marsh Elec Model EH1555 (0735-5)		
120	Air Compressor and Tank, Ingersol Rand Type 30 Model 234		
121	4 Wheel Thomas Truck, Model 396-5 (275686)		
122	4 Wheel Thomas Truck, Model 396-5		
123	Pump, Portable, Gale Products Div. (P2505927)		
124	Pump, Sump Model 48 GE (5KH33GG3268T0		
125	Pump, Chemtrol E330812		
126	Tank Fiberglass 10'x20'x6' deep		
127	Tank, Fiberglass 10'x20'6' deep		
128	Tank, Fiberglass 10'x20'x6' deep		
129	Tube, Drawing, DS256-575, Dolan Scientific Inst. Inc.		
130	Lens, 24 mm super Multi Coated (3962)		
131	Fiberglass Tank (20'x3') Cir (damaged)		1,428.
132	Fiberglass Tank (20'x3') Cir (damaged)		1,428.

FOOTNOTE

The following item was in the "37 item package" given to Mr. Cook by the NOAA Officials when they were in Austin on February 10, 1978. However, it was not on the special inventory report submitted by Dr. Roels in his February 24, 1978 letter to Mr. Cook. Additionally, the U.T. Team was unable to locate it when they were at Port Aransas on February 15, 1978.

ITEM DESCRIPTION	INVENTORY NUMBER	COST
Telescope, Spacemaster II s/n KY1604	209139	\$119.93

Attachment 3 - Personal Property  
Unofficial - To be verified/finalized

B. FURNISHINGS AND ACCESSORIES

1. Office furniture

- 25 Chairs - Straight
- 8 Chairs - With Arms
- 2 Chairs - Swivel
- 10 Chairs - Swivel w/Arms
- 3 Chairs - Typing
- 4 Tables - Typing
- 11 Tables - Work
- 11 Tables
- 12 Filing Cabinets - 5 drawer letter
- 1 Filing Cabinet - Horizontal 2 drawer
- 1 File - Map
- 1 Key Cabinet
- 17 Bookcases, sections
- 3 Bookcases, 4 section
- 3 Bookcases, 3 section
- 2 Bookcases, 2 section
- 1 Bookcases, 1 section
- 11 Desks
- 1 Desk, Executive
- 2 Desks, with Side Arms
- 5 Clothes Racks
- 1 Storage Unit with Drawers and Sliding Doors

2. Laboratory

- 3 Laboratory Chairs
- 7 Laboratory Stools
- 11 3 Shelf Wall Cases
- 7 Laboratory Tables
- 15 Miscellaneous Laboratory Shelves (Pieces)
- 3 Approximately 30,000 L Tanks
- 2 Approximately 10-15,000 L Tanks

3. Lobby/Conference Room

- 3 Ash Containers
- 1 2-Seat Couch
- 6 Chairs

4. Miscellaneous

- 1 6-hole Locker
- 1 8-hole Locker
- 2 Step Stools
- 6 Lumber Racks
- 3 Tool Files
- 1 Ten-Foot Section Runway
- 1 Dolly - Large
- 2 Dehumidifiers
- 1 Photo Table
- 1 Shelf - 15 ft. (Library)
- 2 Shelves - 10 ft. (Library)
- 3 Shelves - 5 ft. (Library)
- 3 Shelves - 15 ft. free standing (Library)
- 1 Black & White T.V.
- 2 Chalk Boards
- 1 Photo Room Cabinet
- 20 Shelves - Map
- 2 Shelves - Wall
- 4 Boat Chairs
- 3 Folding Chairs
- Fitted Plywood Storm Windows for all Windows and Doors  
of Main Building

Attachment 3 - Personal Property  
Unofficial - To be verified/finalized

c. JOHN R. BEASLEY LIBRARY

1 IBM Electric typewriter (bookface type) S/N 1831918  
1 UNDERWOOD-OLIVETTI calculator, Model - D-24, S/N 1D-268853  
1 BURROUGHS adding machine (1927) Style 80801, S/N 1067709  
1 THERMO-FAX copying machine, Model 22-C, S/N 02050B  
1 LIGHT BOX  
5 Wooden Chairs  
6 Framed Wall Maps  
1 Secretary on rollers  
1 Table on rollers  
2 Felt-Top Tables on rollers

10 Picture and newspaper article racks on rollers  
(complete with filed pictures & newspaper clippings)

1 Map case on rollers (No. 1 thru 25)  
1 Map case (No. 26 thru 114)  
(many miscellaneous maps and charts)

Various framed pictures of local scenes.  
Many newspaper & magazine articles and clippings and pictures.  
Many historical interest pictures

PERIODICALS & PUBLICATIONS

COMMERCIAL FISHERIES REVIEW (March 1954 thru April 1971)

TRADE NEWS (1954 thru 1966)

GULF STATES MARINE FISHERIES COMMISSION (Oct 1957 thru March 1967)  
ANNUAL REPORTS 1962 thru 1965

BULLETIN OF MARINE SCIENCE OF THE GULF & CARIBBEAN  
(March 1951 thru June 1971)

TRANSACTIONS OF THE AMERICAN FISHERIES SOCIETY  
(April 1960 thru October 1970)

ECONOMIC STUDIES OF OUTDOOR RECREATION (Vol. 4-7-12-24-25)

FISHERIES OF CANADA (July 1966 thru September 1970)

NATIONAL GEOGRAPHIC MAGAZINE (1946 thru 1968)

NEW AMERICANIZED ENCYCLOPEDIA BRITANNICA (1906 Vol. 1 thru 15)

PROGRESSIVE REFERENCE LIBRARY (1932 Vol. 1 thru 10)

ENCYCLOPEDIA BRITANNICA (1 complete set 1944)  
YEAR BOOKS 1944 thru 1970

TEXAS ALMANAC (1947 thru 1968)

NORTH AMERICAN WILDLIFE CONFERENCE (1947 - 1970)

PROJECT REPORTS, MARINE FISH DIVISION,  
TEXAS GAME & FISH COMMISSION (1959 to 1966)

BULLETIN OF THE BUREAU OF FISHERIES  
(1905 Vol. 25, Thru 1913 Vol. 53, 1953)

U. S. FISH & FISHERIES  
FISHERIES & FISHERIES INDUSTRIES 1887

SOUTHWESTERN NATURALIST (September 1959 thru December 1964  
& March 1965)

PROGRESSIVE FISH CULTURIST (1963 to 1969)

TEXAS JOURNAL OF SCIENCE (1956 thru 1968)

UNDERWATER NATURALIST (1962 thru 1965)

SEA FRONTIERS (November 1954 thru 1971)

SALTWATER SPORTSMAN (January 1953 thru March 1963)

FISHERMAN (1957 thru 1958)

STATISTICAL ABSTRACTS OF THE U. S. (1948-1953-1957-1958-1961)

NATURAL HISTORY OF AQUATIC ANIMALS 1884

YEARBOOK OF FISHERY STATISTICS (FAO 1958-1959)

GAMEFISH & OYSTER LAWS - TEXAS (1949 thru 1952)

PROCEEDINGS OF THE GULF & CARIBBEAN FISHERIES INSTITUTE  
(November 1949 - November 1969)

TEXAS FISH & GAME (1953 thru September 1970)

ANNUAL REPORT OF THE SECRETARY OF INTERIOR (1955-1958 thru 1963)

NATURAL HISTORY (1960 thru August 1970)

PUBLICATION OF THE INSTITUTE OF MARINE SCIENCE (UNIVERSITY  
OF TEXAS) (May 1945 Vol. 1 thru Vol. 9 & 1963 & Vol. 12, 1967, Vol. 13,  
1968, Vol. 14, 1969.

FISHERY STATISTICS OF THE U. S. (1951 thru 1965)

FISHERIES OF THE U. S. (1959 thru 1969)

BALDWIN BIBLIOGRAPHY Vol. 1 & 2

TENNESSEE CONSERVATIONIST (1956 thru July 1957)  
 VIRGINIA WILDLIFE (June 1955 thru July 1970)  
 JOURNAL OF THE FISHERIES RESEARCH BOARD OF CANADA  
 (Vol. 23 thru 27 - 1966 thru 1970)  
 ESTUARINE BULLETIN (1958 thru 1961)  
 YEARBOOK OF THE TEXAS CONSERVATION OF WILDLIFE (1929 thru 1933)  
 ANNUAL REPORT OF THE GAMEFISH & OYSTER COMMISSION (1931 thru  
 1968)  
 U. S. F. W. S. FISHERY BULLETIN (93-94-96-97-106-108-109-110-111 thr  
 125-126 thru 136-145-146-152-154-156-169-165-171-173)  
 SPECIAL SCIENTIFIC REPORT - FISHERIES  
 (No. 235-254-277-356-308)  
 LOUISIANA CONSERVATIONIST (1956 thru 1970)  
 FISHING LONG ISLAND WATERS (February 1956 thru 1959)  
 SPORTSMAN LIFE (formerly Fishing Long Island Waters) (1960 thru  
 October 1964)  
 FISHERIES OF CANADA (1970)  
 CHESAPEAKE SCIENCE (December 1962 thru December 1970)  
 SOUTHERN FISHERMAN (March 1953 thru September 1957)  
 SEAFOOD MERCHANDIZING (1958 thru 1961)  
 THE FISHBOAT (1956 thru 1970)  
 THE UNESCO COURIER (1960 thru July 1960)  
 OUTDOOR CALIFORNIA (October 1954 thru 1970)  
 CALIFORNIA FISHERIES (1959 thru 1962)  
 CALIFORNIA COOPERATIVE FISHERIES INVESTIGATION (1960 thru 1968)  
 NEW YORK FISH & GAME JOURNAL (1957 Vol. 4 & 5 - 8 thru 12)  
 THE CONSERVATIONIST OF NEW YORK (December 1968 thru September  
 1970)  
 NEW JERSEY OUTDOORS (November 1958 thru May 1970)  
 CALIFORNIA FISH & GAME (Miscl. from 1965 to 1970)  
 GEOLOGY OF GULF COAST & CENTRAL TEXAS  
 SALTWATER FISH HARVEST OF TEXAS (Sportsmen)(1951 thru 1958)

BOOKS:

TIDELAND OIL CONTROVERSY 1953

HISTORY OF THE GEOLOGY OF THE ANTILLES, CARIBBEAN REGION I

TEXTBOOK OF GEOLOGY 1946

RECORD OF ROCKS 1953

ALL ABOUT OUR CHANGING ROCKS

LIMITS OF THE EARTH

OUR PLUNDERED PLANET

WONDERS OF LIFE ON EARTH

WORLD WE LIVE IN

NATURE'S WAY

BIRDS

MACCLANE'S STANDARD FISHING ENCYCLOPEDIA & INTERNATIONAL  
ANGLING GUIDE

FISHING IN MEXICO

PASSENGER PIGEON

THE OPEN SEA

THE SEA

THE SEA AROUND US

THE WORLD OF WATER

UNDERWATER WORK

OUR WORLD UNDERWATER

THE OCEAN RIVER

ABYSS

THE CURVING SHORE

MARINE ECOLOGY

ECOLOGY OF INLAND WATERS & ESTUARIES

RECENT MARINE SEDIMENTS  
THE WISE FISHERMANS ENCYCLOPEDIA  
BIRDS OF THE OCEAN  
AUDUBON GUIDES  
ESTUARINES  
ON THE DYNAMICS OF EXPLOITED FISH POPULATIONS  
FISHES  
THE FISHES  
FISHERY SCIENCE  
ICHTHYOLOGY  
MARINE & FRESH WATER PLANKTON  
PHYSIOLOGY OF FISHES Vol. 1 & 2  
SALT WATER FISHING  
MODERN FISHING GEAR OF THE WORLD  
A HISTORY OF FISHES  
GUIDE TO MARINE FISHES  
THE RUN  
FISHERMAN'S KNOTS & NETS  
SHED AQUARIUM GUIDE  
ALBACORA  
STRIPED BASS FISHING (2 copies)  
FIELD BOOK OF MARINE FISHES OF THE ATLANTIC COAST  
DEVELOPMENT OF FISHES OF CHESAPEAKE BAY REGION  
LIST OF COMMON & SCIENTIFIC NAMES OF FISHES OF THE U. S.-  
& CANADA  
FISHES & FISHING IN LOUISIANA  
FISHES OF THE MARSHALL & MARIANAS ISLANDS  
SURVEY OF MARINE FISHERIES OF NORTH CAROLINA

NEW ENGLAND FISHING INDUSTRY  
HOW TO FISH THE PACIFIC COAST  
FISHES OF THE PACIFIC COAST OF CANADA  
BULLETIN 68, FISHERIES RESEARCH BOARD OF CANADA  
FISHING OFF PUERTO RICO  
MARINE FISHES OF RHODE ISLAND  
HUNTING & FISHING IN TEXAS  
MARINE GAMEFISH OF THE WORLD  
AMERICAN OYSTER  
WEATHERWAYS  
MARINE & AIR NAVIGATION  
HURRICANE  
WEATHER AND WHY  
THE SUN, THE SEA AND TOMORROW  
THE THUNDERSTORM  
WIND WAYS AT SEA, BREAKERS AND SURF  
CONSUMPTION OF FOOD IN U. S. 1909-1952 (2 copies)  
THE HANDBOOK OF TEXAS  
FOOD  
ENGINEERING HANDBOOK  
MOON UP - MOON DOWN  
CONQUISTADORS AND CANNIBALS  
SECRETS OF PADRE ISLAND  
THE PADRE ISLAND STORY  
THIS IS PADRE ISLAND  
FABULOUS PORT ARANSAS  
TAMING OF THE TEXAS COAST  
WAY TO GAIN ABUNDANCE  
POLITICS OF CONSERVATION  
SHELL DREDGING  
WATER QUALITY CRITERIA  
GOLDEN COAST  
SO HUMAN AN ANIMAL  
THE FRAIL OCEAN



Attachment 4 - Government Occupied Space

Room 104 of the research building is permanently reserved for use and occupancy by NOAA/NMFS personnel. Furniture and equipment currently located in Room 104 as listed below shall remain therein for use by Government personnel:

- 1 File Cabinet (2 drawer) Horizontal
- 1 4 Section Book Case
- 1 Desk
- 2 Chairs - with arms
- 2 Chairs - Straight
- 1 Table
- 1 Typing Table
- 1 Typewriter - Royal Electric S/N 1106160
- 1 Calculator - S/N

In addition, Government personnel shall have free access to common use areas, including restroom(s), lobby, kitchen, parking lot, hallways, etc.

ATTACHMENT 5

Personnel authorized to act in the Government's behalf:

Regional Director, NMFS,  
Southeast Regional Office.....William H. Stevenson

Deputy Regional Director, NMFS,  
Southeast Regional Office.....Harold B. Allen

Assistant Regional Director for Administration,  
NMFS, Southeast Regional Office.....Evert J. Brakke

ATTACHMENT 6

Personnel authorized to act in Cooperators (The University of Texas Marine Science Institute) behalf:

Director, Marine Science Institute..... C. A. Burk

Associate Director, Marine Science Institute..... (vacant)

Associate Director-Administration, Marine Science  
Institute..... Ross L. Shipman

## **Buildings & Grounds Committee**

**BUILDINGS AND GROUNDS COMMITTEE**  
**Committee Chairman Bauerle**

**Date:** April 7, 1978  
**Time:** Following the Meeting of the Academic and Developmental Affairs Committee  
**Place:** Caduceus Room  
6th Floor, Administration Building  
Galveston Medical Branch

**Page**  
**B&G**

**U. T. ARLINGTON**

1. Additional Parking Facilities: Request for Authorization to Construct Two Parking Lots, to Submit to Coordinating Board, to Advertise for Bids Subject to CB Approval, and for Appropriation 3
2. Special Events Center: Presentation of Preliminary Plans; Request for Authorization to Submit to Coordinating Board and to Prepare Final Plans Subject to CB Approval; and Request for Additional Appropriation 4

**U. T. AUSTIN**

3. Report of Transition Plan to Make All Campus Facilities Accessible for Handicapped (Sec. 504, Rehabilitation Act of 1973): Request for Approval of Concept and Scope (3 Phases Over a 3-Year Period), for Authorization to Execute First Increment of Three Phases for 1977-78 Improvements and for Appropriation 4
4. Marine Science Institute at Port Aransas - Waterfront Improvements: Presentation of Final Plans; Request to Submit to Coordinating Board and for Authorization to Advertise for Bids Subject to CB Approval 5
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**U. T. DALLAS**

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1. U. T. ARLINGTON: ADDITIONAL PARKING FACILITIES - REQUEST FOR AUTHORIZATION FOR CONSTRUCTION OF TWO PARKING LOTS, REQUEST TO SUBMIT TO COORDINATING BOARD AND TO ADVERTISE FOR BIDS AFTER COORDINATING BOARD APPROVAL, AND APPROPRIATION FOR COMPLETION OF PROJECT.--

### Background Information

Currently, 7,092 parking spaces are available on the Campus. In the Fall of 1977, permits for over 14,000 vehicles were issued. In the Fall of 1978, requests for parking permits are likely to be more numerous. The construction of two parking lots at the locations listed below will partially meet urgent parking needs in the Northwest and Southeast Sectors of the Campus by adding approximately 770 parking spaces:

Mitchell Street and Pecan Street

Border Street and Monroe Street

### Recommendation

President Nedderman and System Administration recommend that the Board:

- a. Approve incremental expansion of Parking Facilities at The University of Texas at Arlington by the construction of two parking lots at an estimated total project cost of \$480,891, including lighting, irrigation systems, oak trees and ground cover
- b. Authorize submission of the project to the Coordinating Board, Texas College and University System
- c. Subject to the approval of the Coordinating Board, authorize the preparation of final plans and specifications, advertisement for bids, and completion of the project by the U. T. Arlington Physical Plant staff with its own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- d. Appropriate \$480,891 for additional Parking Facilities from the following sources:
  1. Parking Fees - Cash on Hand \$100,000.00
  2. Unappropriated Building Use Fees - Cash on Hand 200,000.00
  3. Cash Proceeds - Ad Valorem Tax Fund 180,891.00

- and*
2. U. T. ARLINGTON: SPECIAL EVENTS CENTER (PROJECT NO. 301-409) - PRESENTATION OF PRELIMINARY PLANS; REQUEST FOR AUTHORIZATION TO SUBMIT TO COORDINATING BOARD; REQUEST FOR AUTHORIZATION TO PREPARE FINAL PLANS AFTER COORDINATING BOARD APPROVAL, AND FOR ADDITIONAL APPROPRIATION.--

Background Information

In accordance with authorization given at the Regents' meeting on November 11, 1977, preliminary plans and specifications for the construction of a Special Events Center at The University of Texas at Arlington have been prepared by the Project Architect, Wilson/Crain/Anderson/Reynolds, Houston, Texas. The proposed Center will have a seating capacity of approximately 10,000 for large gatherings including theatrical and entertainment productions, graduation ceremonies, rallies, convocations, banquets and certain athletic events. The estimated total project cost is \$13,600,000.00. For this project \$125,000 has been previously appropriated.

Recommendation

President Nedderman and System Administration recommend that the Board:

- a. Approve the preliminary plans and outline specifications for the Special Events Center at an estimated total project cost of \$13,600,000.00, and authorize the submission of the project to the Coordinating Board, Texas College and University System
- b. Subject to the approval of the Coordinating Board, authorize the Project Architect to prepare final plans and specifications for consideration of the Board of Regents at a future meeting
- c. Appropriate \$402,000.00 from Unappropriated Plant Funds - Interest on Bond proceeds to cover fees and miscellaneous expenses through the preparation of final plans and specifications. *subject to CB approval*

- ✓ 3. U. T. AUSTIN: REPORT OF TRANSITION PLAN TO MAKE ALL CAMPUS FACILITIES ACCESSIBLE FOR HANDICAPPED (SEC. 504, REHABILITATION ACT OF 1973): REQUEST FOR APPROVAL OF CONCEPT AND SCOPE (3 PHASES OVER A 3-YEAR PERIOD), FOR AUTHORIZATION TO EXECUTE FIRST INCREMENT OF THREE PHASES FOR 1977-78 IMPROVEMENTS AND FOR APPROPRIATION.--

Background Information

Section 504 of the Rehabilitation Act of 1973 requires the preparation and implementation of a Transition Plan for making all campus facilities accessible to handicapped students, faculty, staff and visitors. These modifications must be accomplished by June 3, 1980.

During Fall 1977, the Administration of U. T. Austin developed a Transition Plan based on a detailed campus survey conducted by a team consisting of a Physical Plant Department Staff Architect and a member of the Dean of Students Staff who uses a wheelchair. The investigations reflect broad consultation with handicapped persons.

The Transition Plan tabulates needed building improvements, exterior campus modifications and additional teaching aids and equipment requirements. Initial projected costs totaling \$1,660,000 for a three-year period have been estimated by the U. T. Austin Physical Plant Department and the Office of the Dean of Students. The improvements are based on compliance with the current American National Standards Institute (A.N.S.I.). These accessibility standards are currently being revised and it is conceivable that the proposed improvements will increase in both extent and cost before compliance is achieved.

The Office of Facilities Planning and Construction and Vice President Landrum have reviewed the survey of needs and the building-by-building analysis and concur in the proposed modifications which need to be accomplished in accordance with the three priority projections as follows:

	<u>1977-78</u> <u>Request</u>	<u>1978-79</u> <u>Anticipated</u> <u>Request</u>	<u>1979-80</u> <u>Anticipated</u> <u>Request</u>
Building modifications, including architectural, engineering and super- visory services	\$300,000	\$715,000	\$475,000
Exterior campus modifications, including architectural, engineering and super- visory services	60,000	60,000	---
Teaching aids and equipment	<u>25,000</u>	<u>25,000</u>	<u>---</u>
	\$385,000	\$800,000	\$475,000

The scattered campus locations and varied nature of the improvements do not lend themselves for completion under one contract. The work can best be accomplished under the coordination services and the Administration of the U. T. Austin Physical Plant Department.

### Recommendation

President Rogers and System Administration recommend that the Board:

- a. Approve the concept and projected scope of the U. T. Austin Transition Plan to achieve the campus accessibility requirements of Section 504 of the Rehabilitation Act of 1973 by June 1980
- b. Authorize execution of the first increment of the three phased improvements through all necessary actions of U. T. Austin Administration and the Physical Plant Department with their own forces, additional outside professional architectural services and other contract services
- c. Appropriate \$385,000 from Account Number 63-1020-0000 - Allocation for Operations and Capital Improvements, for the first increment of the campus improvements to be accomplished in 1977 - 1978.

4. U. T. AUSTIN: MARINE SCIENCE INSTITUTE AT PORT ARANSAS - WATERFRONT IMPROVEMENTS (PROJECT NO. 102-399) - PRESENTATION OF FINAL PLANS; REQUEST TO SUBMIT TO COORDINATING BOARD; AND REQUEST FOR AUTHORIZATION TO ADVERTISE FOR BIDS AFTER COORDINATING BOARD APPROVAL.--

### Background Information

In accordance with authorization given at the Regents' meeting held December 16, 1977, final plans and specifications have been prepared for waterfront improvements at the U. T. Austin Marine Science Institute at Port Aransas. The plans and specifications call for dredging the access channel to a depth of 10 feet, extending the northeast jetty to the Aransas Ship Channel, widening the channel entrance and repairing existing damaged piling at an estimated total project cost of \$350,000.00 which has been previously appropriated from Interest on Bond proceeds.

## Recommendation

President Rogers and System Administration recommend that the Board:

- a. Approve the final plans and specifications for Waterfront Improvements at U. T. Austin Marine Science Institute at Port Aransas at a total estimated project cost of \$350,000.00
  - b. Authorize submission of the project to the Coordinating Board, Texas College and University System
  - c. Subject to the approval of the Coordinating Board, authorize the Director of the Office of Facilities Planning and Construction to advertise for bids which will be reported to the Board at a future meeting.
5. U. T. AUSTIN: MCDONALD OBSERVATORY - VISITORS INFORMATION CENTER (PROJECT NO. 102-197) - REPORT OF SITE SELECTION AND REQUEST FOR AUTHORIZATION TO EXECUTE MULTIPLE USE AGREEMENT AND PREPARATION OF PRELIMINARY PLANS.--The following item was presented but no action was taken at the Regents' meeting on February 10, 1978. It was understood that it would be resubmitted:

### Background Information

At their meeting held on July 29, 1972, the Board of Regents authorized the construction of a Visitors and Information Center, a Physical Plant Building and an Observatory Control Building and appropriated \$125,000.00 for the construction of all three facilities. The Board also appointed Dale E. Selzer Associates as the project architect for the three projects. It was not possible to construct all three facilities within the appropriated funds, consequently, only the Observatory Control Building, which was considered the first priority facility, has been completed. A resolution was passed by the 65th Texas Legislature instructing The University of Texas at Austin to construct a Visitors Information Center.

Representatives of U. T. Austin and the Office of Facilities Planning and Construction have studied the topography, access, available utilities, etc., at the Observatory and determined the most desirable site for the location of the Visitors Information Center. The site selected is within the right-of-way of Spur 78 approximately halfway between the junction of Spur 78 and State Highway 118 and the U. T. property line. This site was selected because of its convenient access, level terrain and excellent view of the observatory.

The Texas Department of Highways and Public Transportation has given tentative approval to the construction of the Visitors Information Center within the right-of-way of Spur 78 and the necessary modifications to Spur 78. They have prepared a Multiple Use Agreement and submitted it to the University for legal review and execution. A copy of the proposed Agreement will be available at the Board meeting.

The Office of Facilities Planning and Construction estimates that a building containing approximately 2,500 gross square feet along with parking and site improvements and the necessary modifications to Spur 78 can be constructed at a total project cost of approximately \$250,000.00.



## Recommendation

President Rogers and System Administration recommend that the Board:

- a. Approve the construction of the Visitors Information Center at the recommended site in the right-of-way of Spur 78 at a total estimated project cost of \$250,000.00
- b. Authorize execution of the Multiple Use Agreement by the President of the System after approval as to content by Vice President Landrum and as to form by an attorney in the Office of General Counsel
- c. Authorize the previously appointed project architect, Dale E. Selzer Associates, Dallas, Texas, to prepare preliminary plans and cost estimate for the Visitors Information Center at McDonald Observatory. Preliminary plans will be submitted to the Board for approval at a later date.

- ✓ 6. U. T. DALLAS: STUDENT UNION BUILDING (PROJECT NO. 302-405) - REPORT OF FEASIBILITY STUDY; REQUEST FOR PROJECT AUTHORIZATION; PROPOSED SITE; REQUEST TO APPOINT PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS AND APPROPRIATION THEREFOR.--

### Background Information

In accordance with the authorization of the Board of Regents at its meeting on February 10, 1978, initial investigative studies and evaluation of program requirements for the Student Union Building at The University of Texas at Dallas have been made by U. T. Dallas Administration, the Office of Facilities Planning and Construction and the Consulting Architect, Fisher and Spillman Architects, Inc., Dallas, Texas, in association with Haywood, Jordan, McCowan, Inc., San Antonio, Texas.

The feasibility study concludes that the program requirements for a Student Union Building can best be provided through phased construction with an initial phase having an estimated construction cost of \$1,500,000.00. This initial phase contemplates approximately 21,000 to 22,500 gross square feet of space to house a Coffee House, an Information Center, an Activities Area and a Games Area at an estimated construction cost of \$59.00 per square foot. The proposed budget for the project sets aside funds to compensate for inflation between now and the anticipated bid date in early 1979, to overcome utility extension problems, to equip the building, and to pay for fees and miscellaneous expenses, resulting in an estimated total project cost of \$2,000,000.00. The design concept recognizes priorities inherent in the total program requirements. As the campus enrollment increases and increased funding capabilities develop, it will be possible to add additional phases of construction to expand the Student Union Building.

The proposed Student Union Building site is centrally located on the U. T. Dallas campus on a tract of land south of the Founders Building and west of the McDermott Library. This location is adjacent to existing physical education and recreational sports facilities.

### Recommendation

President Jordan and System Administration recommend that the Board:

- a. Approve the proposed site location on the U. T. Dallas campus for a new Student Union Building

- b. Approve an initial increment of phased construction at an estimated total project cost of \$2,000,000.00
- c. Appoint the Consulting Architect, Fisher and Spillman Architects, Inc., Dallas, Texas, in association with Haywood, Jordan, McCowan, Inc., San Antonio, Texas, as the Project Architect with authorization for the preparation of preliminary plans which will be presented to the Board at a future meeting
- d. Appropriate \$17,000.00 from Unappropriated Plant Funds for fees and miscellaneous expenses through completion of preliminary plans.

*Handwritten notes:*  
 H. L. ...  
 G. J. ...  
 J. ...

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U. T. DALLAS: REQUEST FOR AUTHORIZATION TO EXECUTE AMENDED EASEMENT WITH THE ASSOCIATION FOR GRADUATE EDUCATION AND RESEARCH (TAGER).--

*Handwritten notes:*  
 System  
 Walker

Background Information

At the July 29, 1977, meeting of the Board a contract award was approved for the construction of the Initial Studio Facilities of the Phase III Fine Arts Building at The University of Texas at Dallas. The site for the first phase of the Fine Arts Facility adjoins campus land occupied by the Office Building and Transmission Tower of TAGER. The Fine Arts site encroaches on a 1967 easement previously granted to TAGER and later subsumed by the Board of Regents of The University of Texas System in 1969 when The University of Texas at Dallas was established.

The U. T. Dallas Administration has worked closely with the Office of General Counsel and TAGER toward resolution of the encroachment, to the mutual satisfaction of both the University and TAGER. A revised easement will be available for examination at the Board meeting.

Recommendation

President Jordan and System Administration recommend that the Board authorize the Chairman of the Board to sign the revised easement after approval as to content by System President Walker and as to form by an attorney in the Office of General Counsel.

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U. T. EL PASO - EL PASO CENTENNIAL MUSEUM - REPAIR REHABILITATION AND ADDITIONS (PROJECT NO. 201-383): PRESENTATION OF FINAL PLANS AND REQUEST FOR AUTHORIZATION TO ADVERTISE FOR BIDS.--

Background Information

In accordance with authorization given at the Regents' meeting held December 16, 1977, final plans and specifications have been prepared for the Repair, Rehabilitation, and Additions to the El Paso Centennial Museum for The University of Texas at El Paso by the Project Architect, Fouts Langford Gomez Moore, Inc., El Paso, Texas. These plans and specifications provide for the repair and rehabilitation of the existing museum facilities and provide new offices, maintenance and workshop facilities, and storage space in an addition of approximately 5,700 gross square feet. For this project \$735,500 has been previously appropriated.

## Recommendation

President Templeton and System Administration recommend that the Board:

- a. Approve the final plans and specifications for the Repair, Rehabilitation and Additions to the El Paso Centennial Museum for The University of Texas at El Paso within the estimated total project cost of \$735,500.00
- b. Authorize the Director of the Office of Facilities Planning and Construction to advertise for bids to be reported to the Board at a future meeting.

GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): REMODELING JOHN SEALY HOSPITAL (PROJECT NO. 601-296) - REMODELING OF EAST WING OF SEVENTH FLOOR OF THE ORIGINAL JOHN SEALY HOSPITAL FOR DEPARTMENT OF HUMAN BIOLOGICAL CHEMISTRY - REQUEST FOR COMPLETION OF MINOR IMPROVEMENT PROJECT AND FUNDING THEREFOR.--

## Background Information

The Division of Cell Biology of the Department of Human Biological Chemistry and Genetics at the Galveston Medical Branch is currently conducting a study in human related cancer research. Requirements for additional space to house necessary research equipment and provide work space have been fulfilled by the assignment to the division of 1,100 square feet on the east wing of the seventh floor of the John Sealy Hospital. Remodeling of this area is necessary to make it functional for the new uses. Funds are available from Federal Educational and Research Support Grants.

Since this project remodels existing space, there will be no significant change in the maintenance and operating costs.

## Recommendation

President Levin and System Administration recommend that the Board:

- a. Approve the remodeling of approximately 1,100 square feet on the seventh floor of the original John Sealy Hospital for the Department of Human Biological Chemistry and Genetics, Division of Cell Biology, at an estimated total project cost not to exceed \$75,000.00
- b. Authorize this minor improvement project and equipping of the facility through all necessary actions of the Galveston Medical Branch Administration and Physical Plant Department with their own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- c. Approve funding of the total project cost through all appropriate actions by expenditures from Federal Educational and Research Support Grants.

10.

GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): REMODELING JOHN SEALY HOSPITAL (PROJECT NO. 601-296) - REMODELING OF FIFTH FLOOR SPACE OF ORIGINAL JOHN SEALY HOSPITAL FOR THE DIVISION OF CARDIOLOGY - REQUEST FOR REMODELING PROJECT AND APPROPRIATION THEREFOR.--

### Background Information

In its meetings on February 1, 1974, and April 28, 1975, the Board authorized phased remodeling of the original John Sealy Hospital. Such remodelings have been programmed by the Galveston Medical Branch and the Office of Facilities Planning and Construction. Production of design documents for each phase is keyed to the schedule of dates on which areas become available for remodeling. Completion of the new John Sealy Hospital has been a controlling factor in this schedule.

In its meetings on July 25, 1975, and March 26, 1976, the Board of Regents authorized the Ambulatory Care Center, the authorized site for which required demolition of Ziegler Hospital. At its meeting on February 10, 1978, the Board approved final plans for the Ambulatory Care Center, which plans included in their scope razing of Ziegler Hospital.

It is timely to remodel approximately 4,500 square feet of space now available on the fifth floor of John Sealy Hospital to accommodate functions which must be moved out of Ziegler Hospital. The remodeled space would be renovated and equipped to house the Division of Cardiology at an estimated total project cost of \$275,000.00.

### Recommendation

President Levin and System Administration recommend that the Board:

- a. Approve remodeling of 4,500 square feet of space on the fifth floor of the original John Sealy Hospital for the Division of Cardiology, at an estimated total project cost of \$275,000.00, as part of the continuing remodeling of John Sealy Hospital
- b. Authorize execution of the remodeling improvements through all necessary actions of the Galveston Medical Branch Administration and the Physical Plant staff with their own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- c. Appropriate \$275,000.00 from Medical Branch John Sealy Hospital Remodeling funds for the total project cost.

GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): ADDITION TO JOHN SEALY HOSPITAL (PROJECT NO. 601-066) AND CHILD HEALTH CENTER (PROJECT NO. 601-67) - REQUEST FOR COMPLETION OF PROJECT FOR EXTENSION OF PNEUMATIC LINEN SYSTEM TO THE TWO NEW FACILITIES AND APPROPRIATION THEREFOR.--

### Background Information

At the time the general construction contracts for the John Sealy Hospital Addition and the Child Health Center were awarded, an alternate bid for the installation of a pneumatic linen system was not taken because it was considered to be too costly. The cost of the system, as bid by Trans-Vac Systems, the subcontractor engaged by the general contractors for the installation of the pneumatic trash system, was \$350,000.00.

Trans-Vac Systems has recently submitted a new proposal to the Galveston Medical Branch which calls for the extension of a pneumatic linen system to the John Sealy Hospital Addition and the Child Health Center at a cost of \$150,000.00.

This significantly reduced bid is due to the fact that a modification to the original specifications will result in lower costs to Trans-Vac. Also, because Trans-Vac has already installed a pneumatic trash system in these same areas, they will be able to utilize existing duct work in making tie-ins.

### Recommendation

President Levin and System Administration recommend that the Board:

- a. Authorize continuing completion of the John Sealy Hospital Addition and the Child Health Center projects by the extension of the pneumatic linen system at a cost not to exceed \$150,000.00
- b. Authorize completion of the project design and award of a separate contract to Trans-Vac Systems by all necessary actions of the UTMB Administration and the Physical Plant staff
- c. Appropriate \$150,000.00 from Medical Branch Project Allocation Fund for the total cost of this work.

12. GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): REMODELING OF UNIT-D FACILITY FOR THE DEPARTMENT OF PSYCHIATRY - REQUEST FOR AUTHORIZATION TO REMODEL, REQUEST TO SUBMIT TO COORDINATING BOARD AND TO ADVERTISE FOR BIDS AFTER COORDINATING BOARD APPROVAL, AND TO COMPLETE THE PROJECT AND APPROPRIATION THEREFOR.--

### Background Information

Some outpatient programs of the Department of Psychiatry at The University of Texas Medical Branch at Galveston are presently located in the Randall Pavilion. It is necessary that these programs be relocated because: 1) the Randall Pavilion is scheduled for demolition to provide a site for the new TDC Hospital; 2) the Joint Commission on Accreditation of Hospitals has issued a non-accreditation ruling on the psychiatric outpatient programs presently housed in Randall due to the many safety-code deficiencies of the building. Other psychiatric faculty scattered around the campus can be moved into the remodeled facility.

Approximately 4,500 gross square feet of vacant space on the first floor of the Unit-D Facility (formerly known as the Faculty Housing and Dining Building) is available. Remodeling of this area is necessary before it can be utilized by the psychiatric faculty. The estimated cost of the remodeling is \$175,000.00.

This project is essentially the relocation of existing facilities and services to a central location. The remodeling will provide offices in a central location for fourteen faculty members of the Department of Psychiatry. These offices will be used by the faculty to carry out their assigned duties: teaching medical students, instructing and overseeing residents and trainees, and conducting psychiatric treatment on an outpatient basis.

## Recommendation

President Levin and System Administration recommend that the Board:

- a. Approve remodeling of approximately 4,500 gross square feet of space on the first floor of the Unit-D Facility for the Department of Psychiatry, at an estimated total project cost of \$175,000.00
- b. Authorize submission of the project to the Coordinating Board, Texas College and University System
- c. Subject to the approval of the Coordinating Board, authorize the preparation of final plans and specifications, advertisement for bids, and completion of the project by the Galveston Medical Branch Physical Plant staff with its own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- d. Appropriate \$175,000.00 from the Galveston Medical Branch John Sealy Hospital Remodeling Account for the total cost of this work.

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**BUILDINGS AND GROUNDS COMMITTEE  
EMERGENCY ITEMS  
April 6-7, 1978**

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22. Expansion (Phase II): Recommended Contract Awards for Furniture and Furnishings to Wittig's Office Furniture, San Antonio, Texas; Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Marshall Clegg/Associates, San Antonio, Texas; Rockford Furniture & Carpets, Inc., Austin, Texas; Bexar Floor Covering Company, San Antonio, Texas; and Educational & Institutional Cooperative Service, Inc., Dallas, Texas 30

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23. M. D. Anderson - Remodeling of Present Building Building (Phase I): Recommended Award of Contract for Facility Control and Monitoring System to Burns Electronic Security Services, Inc., Houston, Texas 33



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13. U. T. SYSTEM: POLICE ACADEMY - NEW TRAINING FACILITY (PROJECT NO. 101-370) - RECOMMENDED AWARD OF CONTRACT TO ALLIED CONTRACTING CO., AUSTIN, TEXAS.--In accordance with authorization given at the Regents' meeting held November 11, 1977, bids were called for and were received, opened and tabulated on March 21, 1978, as shown below, for the construction of a New Training Facility for The University of Texas System Police Academy.

<u>Bidder</u>	<u>Base Bid</u>	<u>Bidder's Bond</u>
Allied Contracting Co., Austin, Texas	\$51,000.00	5%
Mang Construction, Inc., Austin, Texas	52,110.00	5%
Poth Corporation, Austin, Texas	61,923.00	5%
Williams Floor Covering Lockhart, Texas	57,800.00	5%

This project provides for approximately 1500 gross square feet of facilities for training and instruction at the Police Academy on the site of the former Nike Missile Base located adjacent to Bee Caves Road.

The contract award can be made within the total project cost of \$55,000.00 which has previously been authorized and appropriated.

President Walker and System Administration recommend that the Board:

- a. Award the construction contract for the Police Academy - New Training Facility on the site of the former Nike Missile Base located adjacent to Bee Caves Road to the lowest responsible bidder Allied Contracting Co., Austin, Texas, in the amount of the base bid of \$51,000.00
- b. Approve a total project cost of \$55,000.00 to cover the recommended building construction contract award, air balancing, fees and miscellaneous expenses.

4.

U. T. SYSTEM: ASHBEL SMITH HALL - COMPLETION OF FIFTH FLOOR (PROJECT NO. 101-396) - RECOMMENDED AWARD OF CONTRACT TO ROYCE CONSTRUCTION COMPANY, AUSTIN, TEXAS, AND ADDITIONAL APPROPRIATION THEREFOR.--In accordance with authorization given at the Regents' meeting held February 10, 1978, bids were called for and were received, opened and tabulated on March 30, 1978, as shown below, for the Completion of the Fifth Floor of Ashbel Smith Hall for The University of Texas System.

<u>Bidder</u>	<u>Base Bid</u>	<u>Bidder's Bond</u>
Air Conditioning, Inc., Austin, Texas	\$171,000.00	5%
Allied Contracting Co., Austin, Texas	124,800.00	5%
Joe Badgett Const. Co., Inc. & Ernest Allen, Jr., A Joint Venture, Austin, Texas	148,189.00	5%
Canyon Construction Company, Austin, Texas	147,000.00	5%
Royce Construction Company, Austin, Texas	122,497.00	5%
Stiefer Painting & Contracting Co., Inc., Austin, Texas	147,201.00	5%
Turner Pilkinton Construction Co., Inc., Austin, Texas	169,864.00	5%
Williams Floor Covering, Lockhart, Texas	144,800.00	5%
Zapalac Company, Austin, Texas	132,000.00	5%

This project provides for completing approximately 5,760 square feet of shelled space to house the Comptroller's office. A total project cost of \$270,000.00 has previously been authorized for this project. The amount of \$15,000.00 has been appropriated from Permanent University Fund Bond proceeds for fees and miscellaneous expenses.

President Walker and System Administration recommend that the Board:

- a. Award the construction contract for Completion of the Fifth Floor of Ashbel Smith Hall for the U. T. System to the lowest responsible bidder, Royce Construction Company, Austin, Texas, in the amount of the Base Bid of \$122,497.00
- b. Approve a revised total project cost of \$220,000.00 to cover the recommended construction contract award, movable furnishings and equipment, air balancing, fees and miscellaneous expenses
- c. Appropriate additional funds in the amount of \$205,000.00 from Permanent University Fund Bond proceeds to cover the total project cost.

15.

U. T. ARLINGTON: REMODELING OF COLLEGE HALL (PROJECT NO. 301-341) - REPORT OF BID OPENING AND STATUS OF PROJECT.--In accordance with authorization given at the Regents' meeting held April 15, 1977, bids were called for and were received, opened and tabulated on March 30, 1978, as shown on the attached sheet, for the Remodeling of College Hall at The University of Texas at Arlington.

This project includes a new mechanical system and provides for remodeling of approximately 20,000 gross square feet of facilities for the Military Science Program and Library, Faculty Offices, and Six Classrooms. A total project cost of \$695,000.00 has previously been authorized for this project.

The bids for the Remodeling of College Hall were competitive but considerably in excess of the funds available for construction. In a meeting with the Project Architect, the professional estimator and the low responsive bidder, it was determined that the final estimate was in error, particularly where mechanical and electrical work is concerned.

The Office of Facilities Planning and Construction is in the process of requiring the plans and specifications to be revised to bring the cost of the project down and will either negotiate with the low responsible bidder to achieve an acceptable price for the work, or will rebid part or all of the work to accomplish the same objective.

Recommendations will be brought to the Board for consideration at a future meeting.

*over the top of the bid  
I rebid*

*in E - estimate - Kris,*

REMODELING OF COLLEGE HALL, THE UNIVERSITY OF TEXAS AT ARLINGTON  
 ARLINGTON, TEXAS  
 Bids Received at 2:00 p.m., Central Standard Time, Thursday, March 30, 1978  
 at The University of Texas at Arlington

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alternates</u>			<u>Bidder's Bond</u>
		<u>Alt. #1</u>	<u>Alt. #2</u>	<u>Alt. #3</u>	
NICO INDUSTRIES, INC., Dallas, Texas	\$ 999,000.00	\$34,000.00	\$7,000.00	\$17,000.00	5%
RANGAIRE BUILDING CORPORATION, Fort Worth, Texas	1,067,000.00	76,000.00	7,660.00	21,570.00	5%
WALKER CONSTRUCTION COMPANY, Fort Worth, Texas	1,085,000.00	43,000.00	8,000.00	26,000.00	5%

B & G - 18

7  
16.

U. T. AUSTIN: SUTTON HALL - REMODELING OF LEVEL ONE FOR USE BY SCHOOL OF ARCHITECTURE (PROJECT NO. 102-404) - RECOMMENDED AWARD OF CONTRACT TO WILLIAMS FLOOR COVERING, LOCKHART, TEXAS, AND ADDITIONAL APPROPRIATION THEREFOR.--In accordance with authorization given at the Regents' meeting held February 10, 1978, bids were called for and were received, opened and tabulated on March 30, 1978, as shown on the attached sheet, for the Remodeling of Level One of Sutton Hall at U. T. Austin for use by the School of Architecture.

This project provides for improving approximately 8,000 net square feet of surge space for instructional use. A total project cost of \$100,000.00 has previously been authorized for this project. The amount of \$5,000.00 has been appropriated from Interest on Bond proceeds for fees and miscellaneous expenses.

President Rogers and System Administration recommend that the Board:

- a. Award the construction contract for the Remodeling of Level One of Sutton Hall for use by the School of Architecture to the lowest responsible bidder, Williams Floor Covering, Lockhart, Texas, as follows:

Base Bid	\$60,000.00
Additive Alternates:	
No. 1 Homosote Tackboard	1,042.00
No. 2 Vinyl Tackboard	3,254.00
No. 3 Darkroom Improvements	<u>2,000.00</u>
TOTAL RECOMMENDED CONTRACT AWARD	<u>\$66,296.00</u>

- b. Approve a revised total project cost of \$97,000.00 to cover the recommended construction contract award, movable furnishings and equipment, air balancing, fees and miscellaneous expenses

- c. Appropriate additional funds in the amount of \$92,000.00 from Interest on Bond proceeds to cover the total project cost.

*9-11-78, see [unclear] [unclear]*  
*response to [unclear] [unclear]*  
*utilized in [unclear] [unclear]*  
*[unclear] [unclear] [unclear] [unclear]*  
*[unclear] [unclear] [unclear] [unclear]*  
*[unclear] [unclear] [unclear] [unclear]*

REMODELING OF LEVEL ONE OF SUTTON HALL FOR THE SCHOOL OF ARCHITECTURE  
 The University of Texas at Austin, Austin, Texas  
 Bids Received at 2:00 p.m., Central Standard Time, Thursday, March 30, 1978  
 Office of Facilities Planning and Construction  
 Austin, Texas

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alternates</u>			<u>Bidder's Bond</u>
		<u>Alt. #1</u>	<u>Alt. #2</u>	<u>Alt. #3</u>	
Air Conditioning, Inc, Austin, Texas	\$76,200.00	\$5,445.00	\$2,274.00	\$2,000.00	5%
Royce Construction Company, Austin, Texas	68,607.00	5,570.00	3,100.00	2,000.00	5%
Turner Pilkinton Construction Company, Inc., Austin, Texas	80,000.00	7,150.00	4,000.00	2,000.00	5%
Williams Floor Covering, Lockhart, Texas	60,000.00	1,042.00	3,254.00	2,000.00	5%

17.

U. T. AUSTIN: ADDITION TO ROBERT A. WELCH HALL (PROJECT NO. 102-196) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO HART GRAPHICS AND OFFICE CENTERS, AUSTIN, TEXAS; PAUL ANDERSON COMPANY, SAN ANTONIO, TEXAS; AND ROCKFORD FURNITURE & CARPETS, INC., AUSTIN, TEXAS, AND ADDITIONAL APPROPRIATION THEREFOR; RECOMMENDED REJECTION OF BASE BID "B" AND ALTERNATE NO. 1 TO BASE BID "B", AND RE-ADVERTISEMENT.--Specifications for Furniture and Furnishings for the Addition to Robert A. Welch Hall (Chemistry Building) at The University of Texas at Austin were prepared by the Office of Facilities Planning and Construction and bids were called for. These bids were received, opened, and tabulated on March 23, 1978, as shown on the attached sheets.

Base Bid "A" (Desk Chairs) is for standard quality furniture. Alternate No. 1 to Base Bid "A" is for furniture of a more durable quality which will require less future maintenance. The low bid submitted for Alternate No. 1 to Base Bid "A" was not responsive in that it was based on an incorrect quantity of items. The award should be made to the second low bidder for Alternate No. 1 to Base Bid "A".

Base Bid "B" (Visitor Chairs) is for standard quality furniture. Alternate No. 1 to Base Bid "B" is for furniture of a more durable quality which will require less future maintenance. It is recommended that all bids in this package be rejected and that it be re-advertised because the low bid was based on items which did not meet specifications, the second low bidder did not provide the required bid bond, and the third low bid exceeded the estimated cost by a considerable amount.

Base Bid "C" (Classroom Chairs) and Alternate No. 1 to Base Bid "C" were for two types of standard furniture. Alternate No. 2 to Base Bid "C" is for furniture of a higher quality which will require less future maintenance. Award of Alternate No. 2 to the low bidder for Base Bid "C" is recommended.

Base Bid "D" (Desks) is for standard quality furniture. Alternate No. 1 to Base Bid "D" is for furniture of a higher, more durable quality, desired by the institution. The low bid for Alternate No. 1 to Base Bid "D" was non-responsive in that it was an incomplete bid. Award of Alternate No. 1 to Base Bid "D" to the next lowest bidder is recommended.

It is recommended by President Rogers and System Administration that the Board:

- a. Award contracts to the following lowest and best responsible bidders:

Hart Graphics and Office Centers, Austin, Texas

Alternate No. 1, Base Bid "A" (Desk Chairs) \$13,229.90

Alternate No. 1, Base Bid "D" (Desks) 32,024.55

Base Bid "E" (Misc. Files, Stools) 30,567.00

Total Contract Award to Hart Graphics and Office Centers \$75,821.45

Paul Anderson Company, San Antonio, Texas

Alternate No. 2, Base Bid "C" (Classroom Chairs) \$10,158.00

Base Bid "F" (Lounge Furniture) 2,070.00

Total Contract Award to Paul Anderson Company 12,228.00

Rockford Furniture & Carpets,  
Inc., Austin, Texas

Base Bid "G" (Benches) \$ 3,869.46

GRAND TOTAL RECOMMENDED CONTRACT AWARD \$91,918.91

- b. Reject all bids received on Base Bid "B" (Visitor Chairs), and Alternate No. 1 to Base Bid "B", and re-advertise
- c. Appropriate an additional amount of \$74,000.00 from account number 63-1012-0000, Academic and Research Development (previously allocated from Available University Fund) to cover the awards outlined above.



ADDITION TO ROBERT A. WELCH HALL  
 THE UNIVERSITY OF TEXAS AT AUSTIN  
 AUSTIN, TEXAS

Bids Received at 2:00 p.m., Central Standard Time, March 23, 1978  
 Office of Facilities Planning and Construction  
 The University of Texas System, Austin

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<u>Bidder</u>	<u>Base Bid "A"</u>	<u>Alternate #1 To Base Bid "A"</u>	<u>Base Bid "B"</u>	<u>Alternate #1 To Base Bid "B"</u>	<u>Base Bid "C"</u>	<u>Alternate #1 To Base Bid "C"</u>
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$10,663.42	\$13,581.83	\$6,572.88	\$17,471.96	\$4,296.00	No Bid
American Desk Mfg. Company, Temple, Texas	No Bid	No Bid	No Bid	No Bid	3,880.00	\$4,380.00
Paul Anderson Company, San Antonio, Texas	10,349.75	15,262.38	8,519.68	No Bid	No Bid	No Bid
J. F. Clark Co., Inc., Dallas, Texas	15,116.00	No Bid	7,852.00	No Bid	5,000.00	5,394.00
Finger Office Furniture, Houston, Texas	10,772.22	17,239.53	8,743.44	18,000.52	No Bid	No Bid
Hart Graphics and Office Centers, Austin, Texas	No Bid	13,229.90	No Bid	No Bid	No Bid	No Bid
Mark C. Norton Company, El Paso, Texas	No Bid	12,302.90	No Bid	11,956.64	No Bid	No Bid
Rockford Furniture & Carpets, Inc., Austin, Texas	No Bid	15,709.04	8,932.60	23,446.40	No Bid	No Bid
Stationers, Inc., Houston, Texas	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Wittig's Office Furniture, San Antonio, Texas	No Bid	14,474.22	No Bid	14,544.92	No Bid	No Bid

Bid Tabulation for Furniture and Furnishings for Robert A. Welch Hall  
The University of Texas at Austin (Continued)

<u>Bidder</u>	<u>Alternate #2 To Base Bid "C"</u>	<u>Base Bid "D"</u>	<u>Alternate #1 To Base Bid "D"</u>	<u>Base Bid "E"</u>	<u>Base Bid "F"</u>	<u>Base Bid "G"</u>	<u>Bidder's Bond or Cashier's Check</u>
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$10,896.00	\$31,165.62	\$35,170.81	\$31,245.49	\$2,798.90	\$4,572.32	B.B. 5%
American Desk Mfg. Company, Temple, Texas	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	B.B. 5%
Paul Anderson Company, San Antonio, Texas	10,158.00	No Bid	33,386.03	32,903.19	2,070.00	4,416.08	B.B. \$5,854.00
J. F. Clark Co., Inc., Dallas, Texas	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	B.B. 5%
B & G - 24 Finger Office Furniture, Houston, Texas	12,532.00	36,833.41	53,029.55	36,431.15	3,360.10	5,085.77	B.B. 5%
Hart Graphics and Office Centers, Austin, Texas	No Bid	30,461.14	32,024.55	30,567.00	No Bid	No Bid	B.B. 5%
Mark C. Norton Company, El Paso, Texas	No Bid	No Bid	30,944.11	No Bid	No Bid	No Bid	B.B. 5%
Rockford Furniture & Carpets, Inc., Austin, Texas	18,828.00	32,772.82	39,442.21	33,979.81	2,339.40	3,869.46	B.B. 5%
Stationers, Inc., Houston, Texas	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	None*
Wittig's Office Furniture, San Antonio, Texas	11,630.00	No Bid	No Bid	No Bid	No Bid	No Bid	None*

\*Cannot be considered as a valid bid, since no bidder's bond or cashier's check was submitted with bid

✓  
18.

U. T. DALLAS: PHASE III CONFERENCE CENTER (PROJECT NO. 302-303) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ABEL CONTRACT FURNITURE & EQUIPMENT CO., INC., AUSTIN, TEXAS, AND ROCKFORD FURNITURE & CARPETS, AUSTIN, TEXAS.--Specifications for Furniture and Furnishings for the Phase III Conference Center at The University of Texas at Dallas were prepared by the Office of Facilities Planning and Construction and bids called for. These bids were received, opened, and tabulated on March 23, 1978, as shown on the attached sheet.

It is recommended by President Jordan and System Administration that award of contracts be made to the following lowest responsible bidders:

Rockford Furniture & Carpets,  
Inc., Austin Texas

Base Bid "A" (Metal Office Furniture) \$18,117.27

Base Bid "B" (Wood and Miscellaneous) 10,909.47

Base Bid "D" (Lounge Furniture) 15,607.61

Total Contract Award to Rockford  
Furniture & Carpets, Inc. \$44,634.35

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

Base Bid "C" (Conference Furniture) 35,867.00

GRAND TOTAL RECOMMENDED CONTRACT AWARD \$80,501.35

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

FURNITURE AND FURNISHINGS  
 PHASE III CONFERENCE CENTER  
 THE UNIVERSITY OF TEXAS AT DALLAS  
 RICHARDSON, TEXAS

Bids Received at 2:00 p.m., Central Standard Time, March 23, 1978  
 Office of Facilities Planning and Construction  
 The University of Texas System, Austin, Texas

<u>Bidder</u>	<u>Base Bid "A"</u>	<u>Base Bid "B"</u>	<u>Base Bid "C"</u>	<u>Base Bid "D"</u>	<u>Bidder's Bond or Cashier's Check</u>
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$18,233.29	\$11,494.00	\$35,867.00	\$16,000.00	B.B. 5%
Dalsew, Inc., Dallas, Texas	No Bid	No Bid	41,202.20	No Bid	None*
Metroplex Business Interiors, Inc., Dallas, Texas	18,907.50	13,901.75	43,210.50	No Bid	B.B. 5%
Mark C. Norton Company, El Paso, Texas	19,485.00	No Bid	37,416.56	No Bid	B.B. 5%
Rockford Furniture & Carpets, Inc., Austin, Texas	18,117.27	10,909.47	No Bid	15,607.61	B.B. 5%
Stationers, Inc., Houston, Texas	19,203.12	No Bid	44,614.70	17,393.28	B.B. 5%

\*Cannot be considered as a valid bid, since no bidder's bond or cashier's check was submitted with bid

19.

U. T. EL PASO: IMPROVEMENTS TO THE LIBERAL ARTS BUILDING (ADDITION OF ELEVATOR) - (PROJECT NO. 201-392) - RECOMMENDED AWARD OF CONTRACT TO PRATI & PRATI GENERAL CONTRACTORS, INC., EL PASO, TEXAS.--In accordance with authorization given at the Regents' meeting held September 16, 1977, bids were called for and were received, opened and tabulated on March 29, 1978, as shown below, for the installation of a passenger elevator to provide accessibility for the physically handicapped to all levels of the Liberal Arts Building at The University of Texas at El Paso.

*Dual*

<u>Bidder</u>	<u>Base Bid</u>
Prati & Prati General Contractors, Inc., El Paso, Texas	\$ 84,392 (150 days as specified) 74,942 (with time extension to 240 days)
Jordan & Nobles Construction Co., El Paso, Texas	89,500 (150 days as specified)
John R. Lavis General Contractor, Inc., El Paso, Texas	100,450 (150 days as specified) 90,450 (with time extension to 250 days)

Construction for the addition of the elevator is scheduled to begin in May 1978 at the conclusion of Spring classes. Installation of the elevator equipment was planned to extend through September 1978 in order to cause minimum disruption of classes. Consequently, a restricted construction period of 150 days was specified in the bid documents. On this basis, all three bidders submitted responsive proposals for the general construction and installation of the elevator. Two of the bidders, Prati & Prati General Contractors, Inc. and John R. Lavis General Contractor, Inc., offered deductions of \$9,450.00 and \$10,000.00 respectively, for extending the required completion time beyond the specified 150 calendar days. The time extension would more reasonably fit the elevator subcontractor's schedule for procurement and installation of the elevator.

In consideration of the cost savings to the University, the U. T. El Paso Administration supports extending the construction period to 240 calendar days since the disruptive general construction would be accomplished prior to the start of classes in Fall 1978.

A contract award for the elevator addition can be made to the lowest responsible bidder within the \$100,000.00 previously authorized and appropriated from funds made available by the 65th Legislature.

President Templeton and System Administration recommend that the Board:

- a. Award a construction contract for the U. T. El Paso Improvements to the Liberal Arts Building (addition of elevator) to the lowest responsible bidder, Prati & Prati General Contractors, Inc., El Paso, Texas, whose bid is in the amount of \$84,392.00 for completion within 150 calendar days
- b. Accept Prati & Prati's offer to do the work for the sum of \$74,942.00 if the construction time is lengthened to 240 calendar days, and authorize the construction contract to be written for that sum and that number of days
- c. Approve the total project cost of \$100,000.00 for the Improvements to the Liberal Arts Building at U. T. El Paso to cover the recommended construction contract award, fees and miscellaneous expenses.

*PTP's 90  
240  
save \$10M*

20.

U. T. PERMIAN BASIN: PHASE I BUILDINGS (LABORATORY BUILDING) INSTALLATION OF SECOND ELEVATOR (PROJECT NO. 501-394) - RECOMMENDED AWARD OF CONTRACT TO J. W. COOPER CONSTRUCTION CO., INC., ODESSA, TEXAS.--In accordance with authorization given at the Regents' meeting held November 11, 1977, bids were called for and were received, opened and tabulated on March 28, 1978, as shown below, for the installation of a second passenger elevator in the Phase I Buildings of The University of Texas of the Permian Basin. This elevator will provide increased accessibility for the handicapped.

<u>Bidder</u>	<u>Base Bid</u>	<u>Bidder's Bond</u>
Area Builders, Inc., Odessa, Texas	\$116,000.00	5%
J. W. Cooper Construction Co., Inc., Odessa, Texas	99,500.00	5%

President Cardozier and System Administration recommend that the Board award the construction contract for the Installation of the Second Elevator to the lowest responsible bidder, J. W. Cooper Construction Co., Inc., Odessa, Texas, in the amount of the Base Bid, \$99,500.00, which is within previously appropriated funds.

21.

GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): PARKING FACILITY AND ELECTRICAL VAULT FOR AMBULATORY CARE CENTER (PROJECT NO. 601-335) - RECOMMENDED AWARD OF CONTRACT TO THOMAS CONSTRUCTION COMPANY, INC., HOUSTON, TEXAS.--In accordance with authorization given at the Regents' meeting held July 29, 1977, bids were called for and were received, opened and tabulated on March 28, 1978, as shown on the attached sheet for the Parking Facility for the Ambulatory Care Center at the Galveston Medical Branch.

The 400-car Parking Facility adjacent to the future Ambulatory Care Center will alleviate outpatient parking requirements generated by the Ambulatory Care Center. Within the total project cost of \$18,700,000.00 previously authorized and appropriated for the Ambulatory Care Center and the Parking Facility, funds are available for the recommended contract award.

President Levin and System Administration recommend that the Board;

- a. Award the construction contract for the Parking Facility and Electrical Vault for the Ambulatory Care Center to the lowest responsible bidder, Thomas Construction Company, Inc., Houston, Texas, as follows:

Base Bid	\$1,327,355.00
Additive Alternates	
1) Electrical Vault	134,271.00
2) Site Work	77,617.00
3) Two Elevators	<u>57,425.00</u>
Total Recommended Contract Award	<u>\$1,596,668.00</u>

- b. Authorize a total project cost of \$1,725,000.00 to cover the recommended building construction contract award, electrical vault, site work, fees and miscellaneous expenses.

*Discussion and ... Blumberg*  
*... parking ...*  
*... future*  
 B & G - 28

AMBULATORY CARE CENTER PARKING FACILITY  
 THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON  
 Bids Received at 2:00 p.m., Central Standard Time, Tuesday, March 28, 1978  
 at The University of Texas Medical Branch at Galveston  
 Galveston, Texas

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alternates</u>			<u>Bidder's Bond</u>
		<u>Alt. #1</u>	<u>Alt. #2</u>	<u>Alt. #3</u>	
John Gray Company, Inc., Galveston, Texas	\$1,366,868.00	\$169,432.00	\$91,601.00	\$54,000.00	5%
Manhattan Construction Company, Houston, Texas	1,479,700.00	137,000.00	86,000.00	48,000.00	5%
Spaw-Glass, Inc., Houston, Texas	1,525,000.00	159,000.00	87,000.00	59,000.00	5%
SUSCO, INC., Galveston, Texas	1,386,628.00	142,450.00	73,212.00	54,000.00	5%
Texas Gulf Construction Company, Inc., Galveston, Texas	1,658,620.00	167,000.00	81,000.00	60,000.00	5%
Don Tarpey Construction Company, Texas City, Texas	1,459,600.00	153,800.00	86,600.00	69,000.00	5%
Tellepsen Construction Company, Houston, Texas	1,377,000.00	165,700.00	80,000.00	54,000.00	5%
Thomas Construction Company, Inc., Houston, Texas	1,327,355.00	134,271.00	77,617.00	57,425.00	5%

22. SAN ANTONIO HEALTH SCIENCE CENTER: EXPANSION OF THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO (PHASE II) (PROJECT NO. 402-288) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO WITTIG'S OFFICE FURNITURE, SAN ANTONIO, TEXAS; ABEL CONTRACT FURNITURE & EQUIPMENT CO., AUSTIN, TEXAS; MARSHALL CLEGG/ASSOCIATES, SAN ANTONIO, TEXAS; ROCKFORD FURNITURE & CARPETS, INC., AUSTIN, TEXAS; BEXAR FLOOR COVERING COMPANY, SAN ANTONIO, TEXAS; AND EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICE, INC., DALLAS, TEXAS.--Specifications for Furniture and Furnishings for Phase II at The University of Texas Health Science Center at San Antonio were prepared by the Office of Facilities Planning and Construction and bids were called for and were received, opened, and tabulated on March 21, 1978, as shown on the attached sheet.

Base Bid "A" (Wood Desks and Funishings) is for furniture which exactly matches existing furniture and which will be intermingled with existing pieces. Alternate Bid "A" is for furniture which is generally comparable to, but which does not exactly match, the existing furniture. The Alternate Bid was taken in order to assure a competitive market by eliminating the possibility of a monopoly for a specific product.

Base Bid "A" is considered to be competitive and worth the premium cost over the Alternate Bid "A", so that new and existing furniture can be freely intermingled.

Base Bid "C" is for office panels which exactly match and will be mixed with existing office panels. The sole bid received is within the prebid estimate of \$5,800.00.

Base Bid "D" (Desks for 8 Department Chairmens' Offices) resulted in only one bid, although invitations to bid were issued to 15 bidders. After the bid opening, a survey was made to determine why only one bid was received, since restrictive specifications were not used. Eight firms did not qualify for factory discounts from retail pricing; six were too busy with other work to bid; one firm was in the process of moving and could not bid. The low bid was within the prebid estimated cost of \$4,200.00.

Base Bid "F" was for draperies. No bids were received. A survey of the seven bidders qualified to bid in that area was made. Six stated that they were too busy with other work to bid; one company had moved and did not receive the invitation soon enough to respond. It is recommended that the institution obtain the required draperies through local procurement.

It is recommended by President Harrison and System Administration that award of contracts be made to the following lowest and best responsible bidders:

Wittig's Office Furniture,  
San Antonio, Texas

Base Bid "A" (Wood Desks & Furnishings) \$121,559.50

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

Base Bid "B" (Steel Items) 108,965.74

Marshall Clegg/Associates,  
San Antonio, Texas

Base Bid "C" (Office Panels) \$5,776.05

Base Bid "D" (Wood Desks) 4,184.00

Total Contract Award to  
Marshall Clegg/Associates

9,960.05

*Memorandum to Enclosures re  
Time frame discussed  
submit ✓ (Phy Plant Learning  
on, P, E → E*



Rockford Furniture & Carpets,  
Inc., Austin, Texas

Base Bid "E" (Lounge Items) 11,404.07

Bexar Floor Covering Company,  
San Antonio, Texas

Base Bid "G" (Carpet) 15,186.00

Educational & Institutional  
Cooperative Service, Inc.,  
Dallas, Texas

Base Bid "H" (Filing Cabinets) 76,322.84

GRAND TOTAL RECOMMENDED CONTRACT AWARD \$343,398.20

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

FURNITURE AND FURNISHINGS  
 EXPANSION OF THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER  
 AT SAN ANTONIO

Bids Received at 2:00 p.m., Central Standard Time, March 21, 1978  
 Office of Facilities Planning and Construction  
 The University of Texas System, Austin, Texas

<u>Bidder</u>	<u>Base Bid "A"</u>	<u>Alternate Bid "A"</u>	<u>Base Bid "B"</u>	<u>Base Bid "C"</u>	<u>Base Bid "D"</u>	<u>Base Bid "E"</u>	<u>Base Bid "F"</u>	<u>Base Bid "G"</u>	<u>Base Bid "H"</u>	<u>Bidder's Bond or Cashier's Check</u>
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$121,842.72	No Bid	\$108,965.74	No Bid	No Bid	\$13,254.00	No Bid	No Bid	\$87,588.20	B.B. 5%
Bexar Floor Covering Co., San Antonio, Texas	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$15,186.00	No Bid	B.B. 5%
Carpet Services, Inc., Dallas, Texas	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	15,473.20	No Bid	None
B & G - 32 E & I Cooperative, Inc., Dallas, Texas	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	76,322.84	B.B. 5%
Marshall Clegg/Associates, San Antonio, Texas	No Bid	No Bid	124,169.77	\$5,776.05	\$4,184.00	No Bid	No Bid	No Bid	81,813.00	B.B. 5%
Rockford Furniture & Carpets, Inc., Austin, Texas	No Bid	\$116,916.28	111,092.66	No Bid	No Bid	11,404.07	No Bid	No Bid	80,577.59	B.B. 5%
Stationers, Inc., Houston, Texas	121,947.98	No Bid	No Bid	No Bid	No Bid	13,168.18	No Bid	No Bid	No Bid	B.B. 5%
Wittig's Office Furniture, San Antonio, Texas	121,559.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	80,837.02	C.C. \$4,041.85 C.C. \$6,077.97

23

UNIVERSITY CANCER CENTER (M. D. ANDERSON): REMODELING OF EXISTING BUILDING, PHASE I (PROJECT NO. 703-291) - RECOMMENDED AWARD OF CONTRACT FOR FACILITY CONTROL AND MONITORING SYSTEM TO BURNS ELECTRONIC SECURITY SERVICES, INC., HOUSTON, TEXAS.--At the Board meeting of April 15, 1977, a construction contract was awarded for the Phase I Remodeling of the Existing Building. The project appropriation approved by the Board included funds for automated, electronic systems for fire alarm, fire communications, security and environmental services. To overcome the problem of sole source procurement, the University produced its own design for an owner-managed system.

Bids were called for and were received, opened and tabulated on March 20, 1978, for the integrated Facility Control and Monitoring System (FCMS) for the Phase I Remodeling of M. D. Anderson Hospital, as shown on the attached sheet.

President Clark and System Administration recommend that the Board award the FCMS contract for this project to the lowest responsible bidder, Burns Electronic Security Services, Inc., Houston, Texas, in the amount of \$368,798.00. The funds necessary to cover this contract award are available within the project.

REMODELING OF EXISTING BUILDING, PHASE I (M.D. ANDERSON)  
 THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER  
 Bids Received at 2:00 p.m., Central Standard Time, Monday, March 20, 1978  
 at the Office of Facilities Planning and Construction  
 The University of Texas System, Austin, Texas

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. #1</u>	<u>Alt. #2</u>	<u>Alt. #3</u>	<u>Bidder's Bond</u>
Boese-Hilburn Electric Service Company, Kansas City, Missouri	\$ 563,840.00	\$ 3,000.00	\$ 3,750.00	Incl.	5%
Burns Electronic Services, Inc., Houston, Texas	368,798.00	12,000.00	24,000.00	3,600.00	5%
Honeywell, Inc., Houston, Texas	1,086,600.00	26,000.00	N/C	N/C	5%
McCane-Sondock, Houston, Texas	425,315.00	5,197.00	21,150.00	25,471.00	5%

24  
U. T. AUSTIN: JESTER RESIDENCE HALL - RENOVATIONS AND REMODELING OF FACILITIES FOR STUDENT ATHLETES - ADDITION OF ELEVATOR, UNIT "M" (PROJECT NO. 102-411) - RECOMMENDED AWARD OF CONTRACT TO B. L. MCGEE, INC., AUSTIN, TEXAS, AND AN EQUIPMENT PROCUREMENT AWARD TO ESCO ELEVATORS, INC., FORT WORTH, TEXAS, AND ADDITIONAL APPROPRIATION THEREFOR.-- In accordance with authorization given at the Regents' meeting held February 10, 1978, bids were called for and were received, opened and tabulated on April 3, 1978, as shown on the attached sheet, for the Addition of an Elevator at Unit "M" of Jester Hall to serve renovated facilities for athletic housing.

The estimated cost of \$95,000.00 for additional vertical transportation to serve Unit "M" was previously authorized and appropriated from Interest on Bond proceeds. Separate bids for these improvements were solicited for the general construction of the elevator tower and the elevator equipment and installation to insure sequenced work phases and for cost savings to the Owner. The favorable bid for the elevator equipment and installation was below the final estimate. Competitive bids for the general construction of the elevator tower exceeded the final estimate and the initial funding available. Higher general construction bids reflect the concerns of bidders for the mid-August completion date, increased masonry costs and the restricted site conditions for the elevator tower construction adjacent to the existing building.

The Office of Facilities Planning and Construction conducted investigations with the lowest responsible general construction bidder, B. L. McGee, Inc., Austin, Texas, to achieve possible cost reductions in the general construction of the elevator addition. The analysis of the low bidder's detailed cost breakdown indicates fair market prices and major reductions cannot be achieved without sacrificing quality and function for this addition to Jester Hall.

President Rogers and System Administration recommend that the Board:

- a. Award the general construction contract for the elevator tower, machine room and related work in Unit "M", Jester Residence Hall, to the lowest responsible bidder, B. L. McGee, Inc., Austin, Texas, in the amount of the Base Bid of \$97,000.00
- b. Authorize a separate equipment procurement through acceptance of the favorable elevator bid and make an equipment purchase award for the Base Bid 3-B for the elevator, elevator equipment and related installation work to the lowest responsible elevator bidder, Esco Elevators, Inc., Fort Worth, Texas, in the amount of \$32,775.00
- c. Appropriate additional funds in the amount of \$29,775.00 from Interest on Bond proceeds to cover the procurement of the elevator equipment.

4/4/78

RENOVATIONS AND REMODELING OF FACILITIES FOR STUDENT ATHLETES  
 RENOVATIONS OF EXISTING ROOMS IN UNIT "M"  
 FOR ADDITION OF ELEVATOR  
 JESTER RESIDENCE HALL - THE UNIVERSITY OF TEXAS AT AUSTIN  
 Bids Received at 2:00 p.m., Central Standard Time, Monday, April 3, 1978  
 at The Office of Facilities Planning and Construction  
 Austin, Texas

<u>Bidder</u>	<u>Base Bid 3A</u>	<u>Base Bid 3B</u>	<u>Base Bid 3C</u>	<u>Comb. 3A - 3C</u>	<u>Bidder's Bond or Cashier's Check</u>
Canyon Construction Company, Austin, Texas	\$137,000.00	\$38,000.00	\$83,000.00	\$196,000.00	B.B. 5%
Dover Elevator Co., Austin, Texas	Not Applicable	40,417.00	Not Applicable	Not Applicable	B.B. 5%
ESCO ELEVATORS, INC., Fort Worth, Texas	No Bid	32,775.00	No Bid	No Bid	C.C. \$1,500.00
B. L. McGee, Inc., Austin, Texas	97,000.00	68,000.00	No Bid	No Bid	B.B. 5%

251 ✓

U. T. AUSTIN: JESTER RESIDENCE HALL - RENOVATIONS AND REMODELING OF FACILITIES FOR STUDENT ATHLETES - RENOVATIONS OF EXISTING ROOMS, UNIT "M" (PROJECT NO. 102-408) - RECOMMENDED REJECTION OF BASE BIDS 1-A, 1-B AND 1-C (IMPROVED DORMITORY BEDROOMS), AND PHASE 4 (CENTRAL LOUNGE SPACE); AUTHORIZATION FOR U. T. AUSTIN PHYSICAL PLANT TO PERFORM THE BEDROOM PORTION OF THE WORK.--In accordance with authorization given at the Regents' meeting held February 10, 1978, bids were called for and were received, opened and tabulated on March 29, 1978, and April 3, 1978, as shown on the attached sheet, for the Renovations of Existing Rooms in Unit "M" of Jester Hall for Athletic Housing.

Competitive bids were solicited for two scopes of remodeling work as follows:

- a. Base Bids 1-A, 1-B and 1-C - conversion of 123 dormitory bedrooms on Floors 3, 4 and 5 from double occupancy to single occupancy involving demolition in each room of one built-in studio bed, 2 built-in desks and 1 built-in chest of drawers and minor improvements including painting and new closet doors.
- b. Base Bid 4 - construction of a Central Lounge Space of approximately 3,824 square feet in a centralized fourth floor location by conversion of 12 dormitory bedrooms through demolition of partitions, mechanical, electrical and plumbing modifications and new interior finishes to provide lounge, study and recreation areas to supplement the improved dormitory bedrooms for student athletes.

An estimated cost of \$99,000.00 has previously been authorized with an appropriation made from Intercollegiate Athletic Funds for the proposed scope of Renovations of Existing Rooms in Unit "M" of Jester Residence Hall.

Bids received for the proposed scope of renovation exceed the available funding. Two of five interested bidders submitted proposals on Base Bids 1-A, 1-B and 1-C for demolition work and dormitory bedroom improvements. One of three interested bidders submitted a proposal for Base Bid-Phase 4 for demolition work and construction of the Central Lounge Space. Opportunities for bidding other projects in the public and private sectors and concern for the mid-August completion date influenced the bidding climate.

An analysis of the dormitory bedroom demolition work and renovation indicates that rejection of Base Bids 1-A, 1-B and 1-C is justified. This scope of work has been reviewed and re-evaluated by the U. T. Austin Physical Plant Staff and it can be accomplished by their own forces and/or contract services as a separate maintenance and minor improvement project at an estimated cost of approximately \$70,000.00.

Cost reductions on Base Bid-Phase 4, construction of the Fourth Floor Central Lounge Space, have been unsuccessfully negotiated with the only bidder, Canyon Construction Company, Austin, Texas.

President Rogers and System Administration recommend that the Board:

*Discussion  
U. T. Austin  
R. Rogers*

- a. Reject all bids received on Base Bids 1-A, 1-B and 1-C, (Bedroom Renovations) and authorize the Bedroom Renovation work as a separate minor improvement project to be accomplished by U. T. Austin Physical Plant Staff with their own forces or contract services at an estimated cost of \$70,000.00.
- b. Reject the only bid received for the construction of the Central Lounge Space on the Fourth Floor of Unit "M", Jester Hall, and defer action for further study on this portion of the proposed project.

RENOVATIONS AND REMODELING OF FACILITIES FOR STUDENT ATHLETES  
 RENOVATIONS OF EXISTING ROOMS IN UNIT "M"  
 FOR IMPROVED DORMITORY BEDROOMS  
 JESTER RESIDENCE HALL - THE UNIVERSITY OF TEXAS AT AUSTIN  
 Bids Received at 2:00 p.m., Central Standard Time, Wednesday, March 29, 1978  
 at The Office of Facilities Planning and Construction  
 Austin, Texas

<u>Bidder</u>	<u>Base Bid 1-A</u>	<u>Base Bid 1-B</u>	<u>Base Bid 1-C</u>	<u>Bidder's Bond or Cashier's Check</u>
Allied Contracting Company, Austin, Texas	\$40,168.00	\$38,000.00	\$41,000.00	B.B. 5%
Williams Floor Covering, Lockhart, Texas	40,000.00	35,000.00	40,000.00	C.C. \$2,000.00 B.B. \$3,750.00

RENOVATIONS AND REMODELING OF FACILITIES FOR STUDENT ATHLETES  
 RENOVATIONS OF EXISTING ROOMS IN UNIT "M"  
 FOR CONSTRUCTION OF CENTRAL LOUNGE SPACE  
 JESTER RESIDENCE HALL - THE UNIVERSITY OF TEXAS AT AUSTIN  
 Bids Received at 4:00 p.m., Central Standard Time, Monday, April 3, 1978  
 at The Office of Facilities Planning and Construction  
 Austin, Texas

<u>Bidder</u>	<u>Base Bid - Phase 4</u>	<u>Bidder's Bond</u>
Canyon Construction Company, Austin, Texas	\$132,000.00	5%



26

U. T. AUSTIN: JESTER RESIDENCE HALL - RENOVATIONS AND REMODELING OF FACILITIES FOR STUDENT ATHLETES (PROJECT NO. 102-408) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ABEL CONTRACT FURNITURE & EQUIPMENT CO., INC., AUSTIN, TEXAS; BOWLING & BILLIARD SUPPLIES, INC., HOUSTON, TEXAS; CORBIN RADIO-T.V. SERVICE, AUSTIN, TEXAS; E. G. JENKINS, INC., DALLAS, TEXAS; ROCKFORD FURNITURE & CARPETS, INC., AUSTIN, TEXAS; SAN ANTONIO FLOOR FINISHERS, INC., SAN ANTONIO, TEXAS; AND TAYLOR BEDDING MFG. CO., TAYLOR, TEXAS.--Specifications for Furniture and Furnishings for the Jester Residence Hall Renovations and Additions for Athletic Housing at The University of Texas at Austin were prepared by the Office of Facilities Planning and Construction and bids were called for and were received, opened, and tabulated on March 28, 1978, as shown on the attached sheets.

The low bid for Base Proposal "J" (Carpet) was non-responsive because it was a partial bid. Award of contract is recommended to the second low bidder. No bids were received for Base Proposal "E" (Upholstery Work). A canvas of the 14 qualified bidders on Base Bid "E" made after the receipt of bids indicated that nine were too busy with other work, one considered the job to be too large, one became ill, and three overlooked the bid opening date. Procurement of upholstery work is recommended by means of a second solicitation of proposals.

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

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

Base Bid "D" (Lounge Furniture)	\$21,528.78
Base Bid "F" (Chairs & Tables)	<u>20,499.00</u>
Total Contract Award to Abel Contract Furn. & Equip. Co., Inc.	\$ 42,027.78

Bowling & Billiard Supplies, Inc.,  
Houston, Texas

Base Bid "A" (Game Room Equip.)	6,023.85
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Corbin Radio-T.V. Service,  
Austin, Texas

Base Bid "B" (T.V. Equipment)	3,162.00
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E. G. Jenkins, Inc.,  
Dallas, Texas

Base Bid "H" (Drapery)	8,255.00
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Rockford Furniture & Carpets,  
Inc., Austin, Texas

Base Bid "C" (Bedroom Furniture)	84,650.48
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San Antonio Floor Finishers,  
Inc., San Antonio, Texas

Base Bid "J" (Carpet)	51,989.00
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Taylor Bedding Mfg. Co.,  
Taylor, Texas

Base Bid "G" (Mattresses)	<u>6,768.70</u>
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GRAND TOTAL RECOMMENDED CONTRACT AWARD	<u>\$202,876.81</u>
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The funds necessary to cover these contract awards have been appropriated for this project.

FURNITURE AND FURNISHINGS, JESTER RESIDENCE HALL RENOVATIONS AND ADDITIONS FOR ATHLETIC HOUSING  
 THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TEXAS  
 Bids Received at 2:00 p.m., Central Standard Time, March 28, 1978  
 Office of Facilities Planning and Construction  
 The University of Texas System, Austin, Texas

<u>Bidder</u>	<u>Base Bid "A"</u>	<u>Base Bid "B"</u>	<u>Base Bid "C"</u>	<u>Base Bid "D"</u>	<u>Base Bid "E"</u>	<u>Base Bid "F"</u>	<u>Base Bid "G"</u>	<u>Base Bid "H"</u>	<u>Base Bid "J"</u>	<u>Bidder's Bond or Cashier's Check</u>
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	No Bid	No Bid	No Bid	\$21,528.78	No Bid	\$20,499.00	No Bid	\$10,975.00	No Bid	B.B. 5%
Austin Billiard Supply, Austin, Texas	\$6,510.30	----	----	----	----	----	----	----	----	C.C. \$325.52
Bond's Television & Appliance, Inc., Austin, Texas	----	\$3,880.00	----	----	----	----	----	----	----	C.C. \$194.00
Bowling & Billiard Supplies, Inc., Houston, Texas	6,023.85	----	----	----	----	----	----	----	----	C.C. \$301.19
Corbin Radio-T.V. Service, Austin, Texas	----	3,162.00	----	----	----	----	----	----	----	C.C. \$158.10
Highland Interiors, Lubbock, Texas	No Bid	No Bid	No Bid	----	No Bid	No Bid	No Bid	14,824.00	\$44,447.00	C.C. \$2,963.59
E. G. Jenkins, Inc., Dallas, Texas	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	8,255.00	No Bid	C.C. \$412.75
Paul's Interiors, Austin, Texas	----	----	----	----	----	----	----	12,312.00	----	None*
Rockford Furniture & Carpets, Inc., Austin, Texas	No Bid	No Bid	\$84,650.48	21,980.35	No Bid	22,589.50	\$10,335.70	No Bid	53,996.40	B.B. 5%

Bid Tabulation for Jester Residence Hall Renovations and  
 Additions for Athletic Housing  
 The University of Texas at Austin (Continued)

<u>Bidder</u>	<u>Base Bid "A"</u>	<u>Base Bid "B"</u>	<u>Base Bid "C"</u>	<u>Base Bid "D"</u>	<u>Base Bid "E"</u>	<u>Base Bid "F"</u>	<u>Base Bid "G"</u>	<u>Base Bid "H"</u>	<u>Base Bid "J"</u>	<u>Bidder's Bond or Cashier's Check</u>
San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$51,989.00	B.B. 5%
Stewart Office Supply, Dallas, Texas	No Bid	No Bid	\$87,973.94	\$21,654.10	No Bid	\$21,258.60	\$10,382.44	No Bid	No Bid	B.B. 5%
Taylor Bedding Mfg. Co., Taylor, Texas	----	----	----	----	----	----	6,768.70	----	----	C.C. \$338.44

\*Cannot be considered as a valid bid, since no bidder's bond or cashier's check was submitted with bid

# **Health Affairs Committee**

**HEALTH AFFAIRS COMMITTEE  
Committee Chairman Law**

Date: April 7, 1978

Time: Following the Meeting of the Buildings and Grounds Committee

Place: Caduceus Room  
6th Floor, Administration Building  
Galveston Medical Branch

	<u>Page HAC</u>
1. U. T. Arlington: Proposed Affiliation Agreement with Home Health Services of Dallas, Inc., Dallas, Texas	3
2. U. T. Austin: Proposed Affiliation Agreements with Bexar County Hospital District, San Antonio, Texas, and the Texas Department of Mental Health and Mental Retardation, Austin, Texas	3
3. Dallas Health Science Center (Dallas Southwestern Medical School): Proposed Amendment to Extend Affiliation Agreement with the Dallas County Hospital District, Dallas, Texas	15
4. Galveston Medical Branch: Proposed Affiliation Agreement with Island Dialysis Center, Galveston, Texas	15
5. Galveston Medical Branch (Galveston Medical School): Proposed Increase in Rates for Dormitories and Apartments (Catalog Change)	16
6. Galveston Medical Branch (Galveston Medical School): Proposed Name Change in Frances Eastland Connally Professorship in Obstetrics and Gynecology	17
7. Galveston Medical Branch (School of Allied Health Sciences): Proposed Baccalaureate Program in Cytotechnology and Request for Permission to Submit to Coordinating Board (Catalog Change)	17
8. Galveston Medical Branch (School of Nursing): Proposed Certificate Program to Prepare Emergency Nurse Practitioners and Request for Permission to Submit to Coordinating Board (Catalog Change)	18

9. **Houston Health Science Center: Proposed Affiliation Agreements with:** 19
- a. **Hermann Park Manor, Houston, Texas**
  - b. **Spring Branch Independent School District  
Houston, Texas**
  - c. **Klein Independent School District  
Houston, Texas**
  - d. **Alief Independent School District, Alief, Texas**
  - e. **Associated Speech and Language Services  
Houston, Texas**
  - f. **Briarwood School, Houston, Texas**
  - g. **Memorial Hall School, Houston, Texas**
  - h. **Medical Center Del Oro Hospital, Houston, Texas**
10. **Houston Health Science Center (School of Allied Health Sciences): Proposed Affiliation Agreement with Hermann Hospital, Houston, Texas** 19
11. **San Antonio Health Science Center: Proposed Affiliation Agreements with:**
- a. **Morningside Manor, Inc., San Antonio, Texas**
  - b. **San Antonio State Chest Hospital, San Antonio,  
Texas** 20
12. **San Antonio Health Science Center (San Antonio Medical School): Proposed Affiliation Agreements with Brooke Army Medical Center** 20

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1. U. T. Arlington: Proposed Affiliation Agreement with Home Health Services of Dallas, Inc., Dallas, Texas.--

RECOMMENDATION

It is recommended by President Nedderman and concurred in by System Administration that an affiliation agreement between The University of Texas at Arlington and the Home Health Services of Dallas, Inc., Dallas, Texas, be authorized. This agreement follows the format approved for affiliation agreements by the Board of Regents on December 16, 1977, and has been reviewed and approved by the Office of General Counsel.

This agreement will permit additional educational facilities primarily for the nursing students.

✓  
2. U. T. Austin: Proposed Affiliation Agreements with Bexar County Hospital District, San Antonio, Texas, and the Texas Department of Mental Health and Mental Retardation, Austin, Texas.--

Recommendation

President Rogers recommends and System Administration concurs that the following affiliation agreements be approved:

1. Between The University of Texas at Austin and Bexar County Hospital District, San Antonio, Texas (Set out on Pages HAC 4-9)
2. Between The University of Texas at Austin and Texas Department of Mental Health and Mental Retardation (Texas Research Institute of Mental Sciences), Austin, Texas (Set out on Pages 10-15)

These agreements use the model affiliation agreement approved by the Board of Regents at its meeting on December 16, 1977, as a starting point but also contain sections which have been added by the facility. These sections have been reviewed by the Office of General Counsel and have been determined not to significantly change the legal responsibilities of the parties. The agreements have been approved by the Office of General Counsel.

HEALTH CARE  
EDUCATIONAL EXPERIENCE PROGRAM  
AFFILIATION AGREEMENT

THIS AGREEMENT made the 10 day of Feb., 1978, by and between The University of Texas at Austin ("University"), a component institution of The University of Texas System ("System"), and the Bexar County Hospital District ("Facility"), a political subdivision of the State of Texas having its principal office at San Antonio, State of Texas.

WITNESSETH:

WHEREAS, Facility now operates hospital facilities located at 4502 Medical Drive, in the City of San Antonio, 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 interests 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 President of The University of Texas System and the Executive Director of the Facility.

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 President of The University of Texas System and the Executive Director of the Facility.

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 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. 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 the designated representative of the University and the Executive Director of the Facility.

8. 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 and the Board of Managers of the Facility.

9. 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.

10. 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.

11. 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 the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.

Executed by University and Facility on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

UNIVERSITY OF TEXAS AT AUSTIN  
(UNIVERSITY)

By Lorana L. Rogers  
President

\_\_\_\_\_  
\_\_\_\_\_

FORM APPROVED:

W.O. Shultz for  
General Counsel of the System

CONTENT APPROVED:

Ed Walker  
President of the System

Ernest A. Amundson  
Vice President for Academic  
Affairs

ATTEST:

Dorothy Sims  
Dorothy Sims  
Secretary

BEXAR COUNTY HOSPITAL DISTRICT  
(FACILITY)

Sam Madrid, Jr.  
Sam Madrid, Jr.  
Chairman of the Board of Managers

FORM APPROVED:

Norris W. Yates, Jr.  
Norris W. Yates, Jr.  
Assistant Criminal District  
Attorney

CONTENT APPROVED:

Warren G. Harding  
Warren G. Harding  
Executive Director

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved  
by the Board of Regents of The University of Texas System on the  
\_\_\_\_\_ day of \_\_\_\_\_, 1978.

\_\_\_\_\_  
Secretary, Board of Regents  
The University of Texas System

FEB 10 1978

HEALTH CARE  
EDUCATIONAL EXPERIENCE PROGRAM  
AFFILIATION AGREEMENT

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_, 1978, by and between the University of Texas at Austin ("University"), a component institution of the University of Texas System ("System"), and the Texas Research Institute of Mental Sciences of the Texas Department of Mental Health and Mental Retardation ("Facility"), a department of the State of Texas.

WITNESSETH:

WHEREAS, Facility now operates a research, service and training facility located at 1300 Moursund, in the City of Houston, 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 interests 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 President 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 President 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 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.



(d) To abide by policies of Facility and the TDMHMR Rules of the Commissioner while using TRIMS facilities.

(e) To instruct its students and faculty to respect the confidential nature of all client-identifying information which they may obtain from clients and records of Facility. The confidentiality of such information is governed by Article 5547-87, V.T.C.S., and 42 C.F.R. Part 2. No information which would directly or indirectly identify a client of Facility may be disclosed by the students involved in this Affiliation Agreement without express prior approval by the Director of Facility.

(f) That Director of Facility shall have the right to be advised of the actual activities of the University's students and personnel as they participate in any program provided for under this agreement and to prohibit such activities when in his opinion such activities would not be in the best interest of Facility or of Facility's clients.

(g) To withdraw upon written request any student whose performance is unsatisfactory or whose conduct is unacceptable to Facility.

7. No student or personnel of University is to be considered an agent or employee of Facility but rather will be considered to be on Facility's premises for the purpose of teaching or acquiring health care skills.

8. 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.

9. 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.

10. No oral representation 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.

11. 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.

12. 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 the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.

Executed by University and Facility on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

UNIVERSITY

By Lorena R. Rogers  
President

\_\_\_\_\_  
\_\_\_\_\_

CONTENT APPROVED:

Editt Walker  
President of the System

Emmett J. Jurek  
Vice President for Academic Affairs

FORM APPROVED:

W. O. Shultz for  
General Counsel of the System

ATTEST:

FACILITY

By Joseph C. Schooler  
Joseph C. Schooler, Ph.D., M.D.  
Director

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_.

\_\_\_\_\_  
Secretary, Board of Regents  
The University of Texas System

3. Dallas Health Science Center (Dallas Southwestern Medical School): Proposed Amendment to Extend Affiliation Agreement with the Dallas County Hospital District, Dallas, Texas.--

RECOMMENDATION

President Sprague recommends and System Administration concurs that the existing affiliation agreement (approved June 16, 1967) between the Board of Regents of The University of Texas System for and on behalf of The University of Texas Southwestern Medical School at Dallas and the Dallas County Hospital District, Dallas, Texas, be extended from its present expiration date of June 15, 1978 to January 1, 1979.

This extension is necessary to give both parties sufficient time to work out a new agreement to be submitted for approval within the period of this extension.

4. Galveston Medical Branch: Proposed Affiliation Agreement with Island Dialysis Center, Galveston, Texas.--

RECOMMENDATION OF PRESIDENT LEVIN

The Island Dialysis Center (IDC) is a fiscally separate entity from The University of Texas Medical Branch which offers limited care (facility) maintenance dialysis for patients with end-stage renal disease. Currently UTMB offers renal transplantation, home dialysis, acute in-hospital dialysis and back-up dialysis, but does not offer outpatient limited care dialysis. The IDC offers only this type of dialysis and was established for the end-stage renal disease patient who lives in this immediate area and who is not a suitable patient for transplant or home dialysis. Since limited care maintenance dialysis is not offered elsewhere in this area, nephrology fellows, medicine house staff and students assigned to nephrology will receive a valuable part of their training experience at this facility. This academic exposure represents an important part of their training as facilities of this nature currently provide dialysis for the majority of end-stage renal disease patients nationwide.

I recommend approval of this agreement and submission to the Board of Regents for approval at their next meeting.

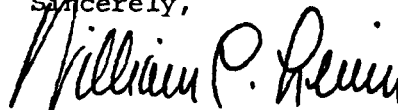
Approved:

  
E. D. Walker

President, UT System

Date: 3/6/78

Sincerely,



William C. Levin, M.D.  
President

SYSTEM ADMINISTRATION CONCURS. The format of the proposed agreement is the model affiliation agreement approved by the Board of Regents at its December 16, 1977 meeting.

5! Galveston Medical Branch (Galveston Medical School): Proposed Increase in Rates for Dormitories and Apartments (Catalog Change).--

RECOMMENDATION OF PRESIDENT LEVIN

Operational expenses for the UTMB dormitories and apartments (utilities, salaries, maintenance, etc.) have been steadily increasing since the last monthly rate increase in September, 1976. In order to bring room charges more in line with expenses, it is recommended that System Administration approve an increase in monthly rental rates, effective September 1, 1978, in accordance with the following schedule.

	<u>Present Monthly Rate</u>	<u>Proposed Monthly Rate</u>
Dormitory:		
Semi-Private Room	\$53.00	\$59.50
Private Room	\$80.00	\$87.50
Apartment:		
Two Persons per Apartment	\$135.00	\$150.00
Three Persons per Apartment	\$160.00	\$175.00

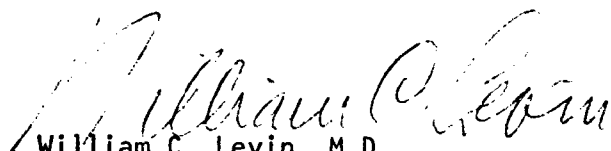
If approved, please have this item submitted via Agenda for approval by the Board of Regents at their next regular meeting.

Sincerely,



V. E. Thompson  
Vice President for Business  
and Hospital Affairs

Approved:



William C. Levin, M.D.  
President, UTMB

Date 2/24/78

Approved:



E. D. Walker  
President, UT System

Date 3/8/78

SYSTEM ADMINISTRATION CONCURS.

Secretary's Note: If this recommendation is approved by the Board of Regents, the minute order will provide that the next appropriate catalog published will be amended to reflect this action.

✓ Galveston Medical Branch (Galveston Medical School): Proposed Name Change in Frances Eastland Connally Professorship in Obstetrics and Gynecology. --

#### RECOMMENDATION OF PRESIDENT LEVIN

"At the April 15, 1977 meeting of the Board of Regents, the 'Frances Eastland Connally Professorship in Obstetrics and Gynecology' was officially established by the Board. Subsequent to that time, Dr. Frank Connally, who established the professorship in honor of his wife, has requested that the name be changed to the 'Frances Eastland Connally Professorship in Gynecological Oncology' to more accurately reflect the intent of the professorship.

Therefore, in accordance with the wishes of Dr. Connally, and with the concurrence of Medical Branch Administration, it is recommended that System Administration approve of this change, and that this item be placed on the Agenda for ratification --(approval)--by the Board of Regents at their April 7, 1978 meeting. "

SYSTEM ADMINISTRATION CONCURS and notes that Dr. H. Frank Connally, Jr., is a former Regent.

✓ Galveston Medical Branch (School of Allied Health Sciences): Proposed Baccalaureate Program in Cytotechnology and Request for Permission to Submit to Coordinating Board (Catalog Change). --

#### RECOMMENDATION

##### President Levin

President Levin recommends approval of a baccalaureate degree program in cytotechnology.

SYSTEM ADMINISTRATION CONCURS and requests permission to submit the program, if approved by the Board of Regents, to the Coordinating Board.

#### BACKGROUND INFORMATION

This program would accept students after completion of 60 undergraduate hours and would be two years in length. Existing courses in the medical technology program would be used and nine new courses have been developed. Cytotechnologists play an important role in the diagnosis of cancer by interpreting cells obtained from various body organs. The need for well-trained cytotechnologists is growing and this program will help meet the need. When fully operational, enrollment is projected to be 8 students in each of the two years. Administratively, the program will be a part of the Department of Medical Technology of the School of Allied Health Sciences.

Secretary's Note: If this recommendation is approved, the minute order will reflect that if the request is approved by the Coordinating Board, the next appropriate catalog published will be amended to reflect this action.

8. Galveston Medical Branch (School of Nursing): Proposed Certificate Program to Prepare Emergency Nurse Practitioners and Request for Permission to Submit to Coordinating Board (Catalog Change). --

#### RECOMMENDATION

##### President Levin

President Levin recommends approval for the development of a certificate program to prepare emergency nurse practitioners.

SYSTEM ADMINISTRATION CONCURS and requests permission to submit the program, if approved by the Board of Regents, to the Coordinating Board.

#### BACKGROUND INFORMATION

The educational program will be conducted in cooperation with the School of Medicine and will prepare nurses to function in an expanded role in the emergency department of a hospital. Since 80% of the care rendered in emergency departments is of a non-urgent nature, it is believed that the utilization of emergency nurse practitioners would be cost effective. Specifically, upon completion of the program the graduate will be prepared to utilize expanded history and physical assessment skills in emergency situations; initiate a management plan of care for individuals requiring urgent and nonurgent emergency attention; utilize proper documentation for legal purposes; use referral methods to enhance comprehensive care; and teach techniques of emergency care. The curriculum will build upon existing nursing knowledge and skills, adding depth in physical assessment and knowledge of acute and non-acute emergent illness. Courses in each of these areas have been defined. The program will be offered in two, four and one-half month terms. The first term will be didactic and will be conducted on The University of Texas Medical Branch campus. The second term will be a clinical preceptorship in the students' hospital. This preceptorship will be under the supervision of faculty of the School of Nursing and a physician.

Secretary's Note: If this recommendation is approved, the minute order will reflect that if the request is approved by the Coordinating Board, the next appropriate catalog published will be amended to reflect this action.

✓  
Houston Health Science Center: Proposed Affiliation Agreements with (a) Hermann Park Manor, Houston, Texas; (b) Spring Branch Independent School District, Houston, Texas; (c) Klein Independent School District, Spring, Texas; (d) Alief Independent School District, Alief, Texas; (e) Associated Speech and Language Services, Houston, Texas; (f) The Briarwood School, Houston, Texas; (g) Memorial Hall School, Houston, Texas; (h) Medical Center Del Oro Hospital, Houston, Texas.--

#### RECOMMENDATION

It is recommended by Acting President Blocker and concurred in by System Administration that affiliation agreements between The University of Texas Health Science Center at Houston and the following be authorized. These agreements follow the format approved for affiliation agreements by the Board of Regents at its December 16, 1977 meeting:

- a. Hermann Park Manor, Houston, Texas
- b. Spring Branch Independent School District  
Houston, Texas

These agreements will benefit the educational program for nursing students.

- c. Klein Independent School District, Spring, Texas
- d. Alief Independent School District, Alief, Texas

These agreements will permit additional educational facilities primarily for the nursing students.

- e. Associated Speech and Language Services  
Houston, Texas
- f. The Briarwood School, Houston, Texas
- g. Memorial Hall School, Houston, Texas
- h. Medical Center Del Oro Hospital, Houston, Texas

These agreements will be of benefit primarily to students in the Speech and Hearing Institute.

✓  
Houston Health Science Center (School of Allied Health Sciences): Proposed Affiliation Agreement with Hermann Hospital, Houston, Texas.--

#### RECOMMENDATION

It is recommended by Acting President Blocker and concurred in by System Administration that an affiliation agreement between The University of Texas Health Science Center at Houston, for and in behalf of the School of Allied Health Sciences and Hermann Hospital, Houston, Texas, be authorized. This agreement follows the format approved for affiliation agreements by the Board of Regents at the December 16, 1977 meeting.

The School of Allied Health Sciences has no affiliation with Hermann Hospital, although other components of the Houston Health Science Center do. Therefore, this agreement has been submitted.

11. San Antonio Health Science Center: Proposed Affiliation Agreements with (a) Morningside Manor, Inc., San Antonio, Texas, and (b) San Antonio State Chest Hospital, San Antonio, Texas.--

*Carroll*

RECOMMENDATION

It is recommended by President Harrison and concurred in by System Administration that affiliation agreements with the following and The University of Texas Health Science Center at San Antonio be authorized. These agreements follow the format approved for affiliation agreements by the Board of Regents on December 16, 1977, and have been reviewed and approved by the Office of General Counsel:

- a. Morningside Manor, Inc., San Antonio, Texas

~~b. San Antonio State Chest Hospital, San Antonio, Texas~~

12. San Antonio Health Science Center (San Antonio Medical School): Proposed Affiliation Agreements with Brooke Army Medical Center.--

RECOMMENDATION

President Harrison recommends and System Administration concurs that affiliation agreements be approved with Brooke Army Medical Center, San Antonio, Texas, for the education of:

- a. medical students in the Brooke Army Medical Center (Set out on Pages HAC 21-24)
- b. Health Science Center resident physicians at the Brooke Army Medical Center (Set out on Pages HAC 25-28)
- c. Brooke Army resident physicians at the San Antonio Health Science Center (Set out on Pages HAC 29-32)

These agreements are in the standard United States Army format since they will not accept the model affiliation agreement approved by the Board of Regents at the December 16, 1977 meeting. However, the program is of great value to the Health Science Center, hence, this request for approval.



## MEMORANDUM OF AGREEMENT

### I. BACKGROUND

1. The Administrators of the School of Medicine of the University of Texas Health Science Center at San Antonio have established an approved professional program of special training in preparation for doctor of medicine. The program requires clinical facilities where the medical student can obtain the clinical learning experience required in the curriculum.

2. The US Army medical facility, Brooke Army Medical Center, has the needed clinical facilities for medical student trainees at The School of Medicine of the University of Texas Health Science Center at San Antonio to obtain part of the clinical learning experience required. It is to the benefit of the The School of Medicine of the University of Texas Health Science Center at San Antonio for medical student trainees to use the clinical facilities of the US Army medical facility, Brooke Army Medical Center, to obtain their clinical learning experience.

3. The US Army medical facility, Brooke Army Medical Center, and the Department of the Army will benefit from making clinical facilities available to medical student trainees of the School of Medicine of the University of Texas Health Science Center at San Antonio. The Army will obtain the trainees' clinical learning experience while contributing to the educational preparation of a future supply of doctors of medicine.

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

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

## II. UNDERSTANDING

### 1. The US Army medical facility will--

a. Make available the clinical and related facilities needed for the clinical learning experience in medicine by students enrolled in the basic professional medical student program at The School of Medicine of the Univ of TX Health Science Center at San Antonio, and who are designated by the School of Medicine of the University of Texas Health Science Center at San Antonio for such learning experience under the supervision of the School of Medicine of the University of Texas Health Science Center at San Antonio

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

c. Designate an Medical Corps officer to coordinate the trainees' clinical learning experience in the applicable service at Brooke Army Med Ctr. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

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

e. Permit, on reasonable request, the inspection of clinical and related facilities for agencies charged with the responsibility for accreditation of the School of Medicine of the University of Texas Health Science Center at San Antonio.

### 2. The School of Medicine of the University of Texas Health Science Center at San Antonio will--

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

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

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

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

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

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

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



## MEMORANDUM OF AGREEMENT

### I. BACKGROUND

1. The \_\_\_\_\_ Administrators \_\_\_\_\_ of the School of Medicine of the University of Texas Health Science Center at San Antonio \_\_\_\_\_ have established an approved professional program of special training in preparation for postgraduate medical education \_\_\_\_\_. The program requires clinical facilities where the medical resident \_\_\_\_\_ can obtain the clinical learning experience required in the curriculum.

2. The US Army medical facility, Brooke Army Medical Center, has the needed clinical facilities for medical resident \_\_\_\_\_ trainees at The School of Medicine of the University of Texas Health Science Center at San Antonio \_\_\_\_\_ to obtain part of the clinical learning experience required. It is to the benefit of the School of Medicine of the University of Texas Health Science Center at San Antonio \_\_\_\_\_ for medical resident \_\_\_\_\_ trainees to use the clinical facilities of the US Army medical facility, Brooke Army Medical Center, to obtain their clinical learning experience.

3. The US Army medical facility, Brooke Army Medical Center, and the Department of the Army will benefit from making clinical facilities available to medical resident \_\_\_\_\_ trainees of the School of Medicine of the University of Texas Health Science Center at San Antonio \_\_\_\_\_. The Army will obtain the trainees' clinical learning experience while contributing to the educational preparation of a future supply of physicians in various medical specialties \_\_\_\_\_.

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

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

## II. UNDERSTANDING

### 1. The US Army medical facility will--

a. Make available the clinical and related facilities needed for the clinical learning experience in various medical specialties by medical residents enrolled in the basic professional postgraduate medical education program at The School of Medicine of the University of TX Health Science Center at San Antonio, and who are designated by the School of Medicine of the University of Texas Health Science Center at San Antonio.

for such learning experience under the supervision of the School of Medicine of the University of Texas Health Science Center at San Antonio.

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

c. Designate an Medical Corps officer to coordinate the trainees' clinical learning experience in the appropriate service at Brooke Army Med Ctr. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

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

e. Permit, on reasonable request, the inspection of clinical and related facilities for agencies charged with the responsibility for accreditation of the School of Medicine of the University of Texas Health Science Center at San Antonio.

### 2. The Health Science Center at San Antonio will--

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

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

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

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

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

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

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

III. TRAINING

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

BROOKE ARMY MEDICAL CENTER

22 February 1978

(Date)

  
\_\_\_\_\_  
(Signature and Title)


FLOYD W. BAKER, M.D.  
Brigadier General, MC  
Commanding

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature and Title)

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
General Counsel of the System

  
\_\_\_\_\_  
President of the System

  
\_\_\_\_\_  
Vice President for Health Affairs



GRATUITOUS AGREEMENT

(AGREEMENT NO. DADA11-77-G-0002)  
Installation code

THIS AGREEMENT entered into on the \_\_\_\_\_ day of \_\_\_\_\_ between the United States of America, hereinafter called the "Government" represented by the contracting officer of Brooke Army Medical Center, and The School of Medicine of the University of Texas Health Science Center at San Antonio, hereinafter sometimes referred to as the "School," the parties intend that the School shall provide resident training to be given on a gratuitous basis to Government personnel at the School.

The School of Medicine of the University of Texas Health Science Center at San Antonio and the Government on behalf of Brooke Army Medical Center do hereby agree as follows:

1. Brooke Army Medical Center conducts fully accredited residency training programs in various medical specialties. The School of Medicine of the University of Texas Health Science Center at San Antonio trains residents in various medical specialties. Under this agreement, Brooke Army Medical Center will assign to The School of Medicine of the University of Texas Health Science Center at San Antonio military residents for training in various medical specialties for varying periods to supplement the existing Brooke Army Medical Center training programs.

2. In consideration of the premises and of the mutual advantages accruing to the parties hereto, this agreement sets forth the duties and responsibilities of all parties, both that of the Civilian Institution and that of the Government personnel.

3. The School of Medicine of the University of Texas Health Science Center at San Antonio agrees to assure compliance with licensure requirements as set forth by the medical licensing authorities of the State of Texas for the participation of military residents in the aforesaid residency training programs in various medical specialties.

4. It is understood and agreed that on the premises of this agreement, no agent, servant, or employee of The School of Medicine of the University of Texas Health Science Center at San Antonio shall, for any purpose,

be deemed an agent, servant, or employee of the United States Government or be permitted to perform services of any kind on behalf of the United States Government.

5. It is understood and agreed that the education to be furnished military residents in connection with this agreement is gratuitous and voluntary and will be accomplished without cost to the United States Government. The military resident is prohibited from receiving any payment or contribution, including such forms of compensation as meals, quarters or personal laundry, etc., other than his pay and allowances as a commissioned officer of the Army of the United States.

6. It is further understood and agreed that the military residency training programs in various medical specialties at The School of Medicine of the University of Texas Health Science Center at San Antonio will be under the immediate supervision and guidance of the appropriate specialty chairman at The School of Medicine of the University of Texas Health Science Center at San Antonio, the members of the hospital staff who are qualified and have expressed an interest in this program, and the chief of the appropriate specialty department/service at Brooke Army Medical Center.

7. All military residents will be under official orders assigning them to duty at The School of Medicine of the University of Texas Health Science Center at San Antonio for a specified period of time. Each resident so assigned will first report to the appropriate authority at The School of Medicine of the University of Texas Health Science Center at San Antonio for appropriate instructions. All residents will be placed under the professional supervision of the appropriate specialty chairman at The School of Medicine of the University of Texas Health Science Center at San Antonio. This official will be responsible for:

- a. The quality of training offered the residents at all times.
- b. The furnishing of a final written report of evaluation and performance of each resident at the termination of his assignment. All such reports shall be directed to the attention of the chief of the appropriate specialty department/service, Brooke Army Medical Center.

8. The duties and responsibilities of each resident participating in this affiliation will be:

a. The work-up, evaluation, and management of patients assigned to him by members of the appropriate specialty staff, The School of Medicine of the University of Texas Health Science Center at San Antonio.

b. The quality and completeness of clinical records on patients under his care.

c. The regular attendance at and participation in all scheduled clinics and any other appropriate teaching conference at The School of Medicine of the University of Texas Health Science Center at San Antonio.

d. The assistance at or performance of special procedures as assigned by and under the supervision of qualified members of the appropriate specialty staff, The School of Medicine of the University of Texas Health Science Center at San Antonio.

e. The consistent performance of duties at maximum capacity.

9. The chief, appropriate specialty department/service, Brooke Army Medical Center, will support this training program as indicated and appropriate.

10. It is understood and agreed that the parties of this agreement may revise or modify this agreement by written amendment hereto, provided such revision or modification is mutually agreed upon.

11. This agreement shall commence on the date of execution and shall continue until terminated.

12. The Government will review this agreement annually before the anniversary of its effective date for the purpose of incorporating changes required by statutes, Executive Orders or the Armed Services Procurement Regulation; such changes will be evidenced by a modification to this agreement or by a superseding agreement. If the parties fail to agree on such change, the Government may terminate this agreement.

13. Either party may terminate this agreement by giving thirty (30) days' advance written notice of the effective date of termination.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_.


\_\_\_\_\_  
BY: \_\_\_\_\_

THE UNITED STATES OF AMERICA

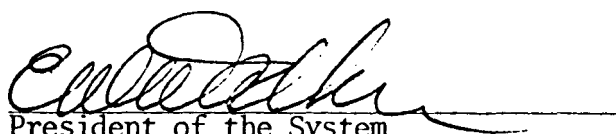
BY:   
Name (Contracting Officer)

FRANKLIN C. HEIM  
Captain, MSC  
Chief, Purchasing and Contracting Branch

APPROVED AS TO FORM:

  
\_\_\_\_\_  
General Counsel of the System

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
President of the System

  
\_\_\_\_\_  
Vice President for Health Affairs

(

**HEALTH AFFAIRS COMMITTEE  
SUPPLEMENTAL MATERIAL**

**Date:** April 7, 1978

**Time:** Following the Meeting of the Buildings and Grounds Committee

**Place:** Caduceus Room  
6th Floor, Administration Building  
Galveston Medical Branch

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12. ...	
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Documentation

Correct Item No. 11 by deleting San Antonio State Chest Hospital, San Antonio, Texas, so that the item reads as follows and add a new item, Item No. 13, as set out on Page HAC - 34:

11. San Antonio Health Science Center: Proposed Affiliation Agreement with Morningside Manor, Inc., San Antonio, Texas.--

**RECOMMENDATION**

It is recommended by President Harrison and concurred in by System Administration that an affiliation agreement with Morningside Manor, Inc., San Antonio, Texas, be authorized. This agreement uses the model affiliation agreement approved by the Board of Regents at the December 16, 1977 meeting. The agreement has been approved by the Office of General Counsel.

12. ...

19.

U. T. San Antonio: Proposed Affiliation Agreement with San Antonio State Chest Hospital, San Antonio, Texas.--

#### RECOMMENDATION

It is recommended by Acting President Wagener that an affiliation agreement between U. T. San Antonio and the San Antonio State Chest Hospital located in San Antonio, Texas, be authorized. This will contribute to the training opportunities for students in medical technology, occupational therapy and physical therapy. The affiliation agreement is in the format approved by the Board of Regents on December 16, 1977, and has been reviewed and approved by the Office of General Counsel.

SYSTEM ADMINISTRATION CONCURS.

## **Land & Investment Committee**

LAND AND INVESTMENT COMMITTEE  
Committee Chairman Clark

Date: April 7, 1978  
Time: Following the Meeting of the Health Affairs Committee  
Place: Caduceus Room  
6th Floor, Administration Building  
Galveston Medical Branch

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I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

Report on Clearance of Monies to Permanent University Fund for January and February 1978 and Report on Oil and Gas Development.--  
 The Executive Director for Investments, Trusts and Lands reports the following with respect to the Permanent University Fund for the months ending January 31 and February 28, 1978, and Oil and Gas Development as of February 28, 1978:

<u>Permanent University Fund</u>	<u>January 1978</u>	<u>February 1978</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>
Royalty				
Oil	\$3,363,502.83	\$3,204,926.06	\$18,899,074.25	\$19,061,202.58
Gas - Regular	3,644,318.73	3,144,415.50	17,361,313.39	12,393,882.46
- F.P.C.		( 236.27)	225.96	72,799.99
- Market Value Settlements		243,513.23	1,100,310.74	3,981,658.82
- In Kind Settlements		132,378.29	374,443.49	772,151.35
Water	7,276.62	( 5,652.19)	84,721.29	77,570.30
Salt Brine	3,995.18	2,938.61	21,979.30	14,179.69
Sulphur	60,773.01	77,292.16	348,115.52	589,503.03
Rental				
Oil and Gas Leases	479.04	626.80	532,903.58	589,326.19
Other	1,041.47	200.00	2,097.93	6,633.39
Miscellaneous	18,023.49	166,035.38	343,329.07	383,472.70
	<u>\$7,099,410.37</u>	<u>\$6,966,437.57</u>	<u>\$39,068,514.52</u>	<u>\$37,942,380.50</u>
Bonuses, Oil and Gas Lease Sales	-0-	-0-	17,869,500.00	-0-
Total, Permanent University Fund	<u>\$7,099,410.37</u>	<u>\$6,966,437.57</u>	<u>\$56,938,014.52</u>	<u>\$37,942,380.50</u>

Oil and Gas Development - February 28, 1978

Acreage Under Lease - 1,058,993

Number of Producing Acres - 367,434

Number of Producing Leases - 1,607

B. LAND MATTERS

Easements and Surface Leases Nos. 4549-4590, Material Source Permit Nos. 546-551 and Grazing Lease No. 1180.--It is recommended by the Executive Director for Investments, Trusts and Lands that the following applications for easements and surface leases, material source permits and grazing lease be approved. All have been approved as to content by the appropriate officials. Payment for each has been received in advance unless otherwise indicated, and each document is on the University's standard form and is at the standard rate adopted February 1, 1977:

a. Easements and Surface Leases Nos. 4549-4590

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4549	H. D. Oden, Inc. (renewal of 2543)	Pipe Line	Crockett	50	243 rds. 2 inch	1/1/78- 12/31/87	\$ 607.50
4550	Pioneer Natural Gas Company (renewal of 2357)	Pipe Line	Andrews	5	409 rds. 2 inch	4/1/77- 3/31/87	1,022.50
4551	Pioneer Natural Gas Company and Odessa Natural Corporation (renewal of 2411)	Pipe Line	Ector	35	378 rds. 20 inch	5/1/77- 4/30/87	1,323.00
4552	Big Bend Telephone Co., Inc. (renewal of 2605)	Telephone Line	Pecos	19, 180½	687 rds. single pole	5/1/78- 4/30/88	687.00
4553	Southwest Texas Electric Cooperative, Inc.	Power Line	Reagan	49	186.4242 rds. single pole	1/1/78- 12/31/87	186.42
4554	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	47	434.3030 rds. single pole	1/1/78 12/31/87	434.30
4555	Southwest Texas Electric Cooperative, Inc.	Power Line	Irion	40	512.4242 rds. single pole	1/1/78- 12/31/87	512.42
4556	Southwest Texas Electric Cooperative, Inc.	Power Line	Reagan	48, 49	347.9394 rds. single pole	1/1/78- 12/31/87	347.94

Land Matters - Continued --

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4557	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	47	147.5758 rds. single pole	1/1/78- 12/31/87	\$ 150.00 (min.)
4558	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	47	441.2121 rds. single pole	1/1/78- 12/31/87	441.21
4559	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	30	118.1818 rds. single pole	1/1/78- 12/31/87	150.00 (min.)
4560	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	47	106.9697 rds. single pole	1/1/78- 12/31/87	150.00 (min.)
4561	Southwest Texas Electric Cooperative, Inc.	Power Line	Reagan	49	82.5455 rds. single pole	1/1/78- 12/31/87	150.00 (min.)
4562	Phillips Petroleum Company	Pipe Line	Martin, Andrews	6, 5, 4, 7, 11, 14, 9	852.18 rds. 3½ inch 1,260.97 rds. 4½ inch 1,720.00 rds. 6-5/8 inch	12/1/77- 11/30/87	11,499.45
4563	Phillips Petroleum Company	Surface Lease (booster station)	Andrews	5	1 acre	12/1/77- 11/30/87	1,500.00 (full)
4564	Gulf Oil Corporation (renewal of 2646)	Pipe Line	Crane	30	265.3 rds. 4 inch	6/1/78- 5/31/88	663.25
4565	Phillips Petroleum Company (renewal of 2444)	Pipe Line	Crane, Upton	30	1,993.8 rds. various size	5/1/77- 4/30/87	5,168.00
4566	El Paso Natural Gas Company (renewal of 2637)	Pipe Line	Hudspeth	B, F, E, D, H & J	6,766.885 rds. 30 inch	6/1/78- 5/31/88	23,684.10

Land Matters - Continued --

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4567	Natural Gas Pipeline Company of America (renewal of 2613)	Pipe Line	Ward, Winkler	17, 18, 21	5,865 rds. 30 inch	5/1/78- 4/30/88	\$20,527.50
4568	Texas-New Mexico Pipe Line Company (renewal of 2563)	Pipe Line	Andrews	12, 13, 14	5,876 rds. various sizes	4/1/78- 3/31/88	14,690.00
4569	Mobil Oil Corporation (renewal of 2577)	Pipe Line	Crane	31	1,605.09 rds. 6-5/8 inch 303.03 rds. 4-1/2 inch	3/1/78- 2/28/88	4,770.30
4570	Southwest Texas Electric Cooperative, Inc. (renewal of 2551)	Power Line	Reagan, Crockett	49, 50	788.42 rds. single pole	1/1/78- 12/31/87	788.42
4571	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	50, 47	139.8788 rds. single pole	2/1/78- 1/31/88	150.00 (min.)
4572	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	50	146.3636 rds. single pole	2/1/78- 1/31/88	150.00 (min.)
4573	Phillips Petroleum Company	Pipe Line	Martin	6	62.12 rds. 3-1/2 inch	1/1/78- 12/31/87	186.36
4574	J. L. Davis	Pipe Line	Reagan	58	159.39 rds. 2-3/8 inch	3/1/77- 2/28/87	478.17
4575	D. L. Bishop (renewal of 2500)	Pipe Line	Reagan	49	203 rds. 2-3/8 inch	10/1/77- 9/30/87	507.50
4576	Texas-New Mexico Pipe Line Company (renewal of 2632)	Pipe Line	Crockett	46	352 rds. 4-1/2 inch	6/1/78- 5/31/88	880.00

Land Matters - Continued --

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4577	Wylie D. Freeman	Surface Lease (residence)	Andrews	13	2 acres	12/1/77-11/30/78*	\$ 150.00 (annual)
4578	Bill LaQuey (renewal of 2537)	Surface Lease (residence)	Crane	31	.01 acres	1/1/78-12/31/78*	150.00 (annual)
4579	Ranchers Feed Yard, Inc. (renewal of 2580)	Surface Lease (Feed yard)	Pecos	27	28.9 acres	5/1/78-4/30/79	1,011.50 (annual)
4580	The Permian Corporation (renewal of 2622)	Surface Lease (Tank storage station)	Upton	3	.92 acres	5/1/78-4/30/88	1,500.00 (full)
4581	The Permian Corporation (renewal of 2623)	Surface lease (Truck station site)	Reagan	2	.92 acres	5/1/78-4/30/88	1,500.00 (full)
4582	The Permian Corporation (renewal of 2621)	Pipe Line	Upton, Reagan	2, 3	4,972.8 rds. 3 and 4 inch	5/1/78-4/30/88	12,432.00
4583	Mobil Pipe Line Company (renewal of 2615)	Pipe Line	Andrews	4	22.18 rds. 4-1/2 inch	4/1/78-3/31/88	150.00 (min.)
4584	Atlantic Richfield Company (renewal of 2583)	Pipe Line	Crockett	29	57 rds. 2-1/2 inch	4/1/78-3/31/88	150.00 (min.)
4585	Gulf Refining Company (renewal of 2800)	Pipe Line	Crane	31	409.73 rds. various size	4/1/78-3/31/88	1,024.33
4586	Phillips Petroleum Company (renewal of 2573 & 2584)	Pipe Line	Crane	30	126.8 rds. 3-1/2 inch 583.4 rds. 4-1/2 inch	1/1/78-12/31/87	1,775.50

\*Renewable from year to year, but not to exceed a period of ten years.

Land Matters - Continued --

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4587	Revel W. Leveridge III	Surface Lease (service station and cafe)	Ward	16	3.7 acres	5/1/78- 4/30/79*	\$ 900.00 (annual)
4588	Larco Gas Corporation (renewal of 2546)	Pipe Line	Pecos	27, 28, 165 J. Campbell Survey	627.73 rds. 4 inch	1/1/78- 12/31/87	1,569.33
4589	Larco Gas Corporation (renewal of 2448)	Pipe Line	Pecos	28	529 rds. 3-1/2 inch	12/1/77- 11/30/87	1,322.50
4590	Andrews County	Highway Right of Way	Andrews	13	31.8657 acres	As long as needed for highway purposes	None

b. Material Source Permits Nos. 546 - 551

No.	Grantee	County	Location	Quantity	Consideration
546	Jones Bros. Rental Equipment Co. Inc.	Crane	Block 30	43,986 cubic yards caliche	\$ 6,597.90
547	George R. Bentley Construction Company	Crane	Block 31	426 cubic yards caliche	150.00 (min.)
548	Lone Star Gas Company of Texas, Inc.	Ward, Winkler	Blocks 18, 21	2,610 cubic yards caliche	913.50
549	Well Service Co. of Crane	Crane	Block 30	200 cubic yards caliche	150.00 (min.)
550	Jones Bros. Rental Equipment Co. Inc.	Crane	Block 30	28,304 cubic yards caliche 43,261 cubic yards borrow	7,273.87

\*Renewable from year to year, but not to exceed a period of ten years.

Land Matters - Continued --

<u>No.</u>	<u>Grantee</u>	<u>County</u>	<u>Location</u>	<u>Quantity</u>	<u>Consideration</u>
551	Evert McDougal, Jr. dba Evert McDougal Construction	Crane	Block 30	8,112 cubic yards caliche	\$ 2,839.20

c. Grazing Lease No. 1180

<u>No.</u>	<u>Lessee</u>	<u>County</u>	<u>Block</u>	<u>Acreage</u>	<u>First Five Years</u>		<u>Second Five Years</u>	
					<u>January 1, 1978 - December 31, 1982</u>		<u>January 1, 1983 - December 31, 1987</u>	
					<u>Grazing Per Acre</u>	<u>Annual Rental</u>	<u>Grazing Per Acre</u>	<u>Annual Rental</u>
1180	Henry Kammerdiener	Cooke	E/2 League 76	80	\$1.25	\$100.00	\$1.88	\$150.00

II. TRUST AND SPECIAL FUNDS

*Put in  
Trust*

GIFTS, BEQUESTS AND ESTATES

U. T. El Paso - Recommendation for Establishment of John G. Comer Memorial Nursing Scholarship Fund.--The Administration recommends establishment of the endowed John G. Comer Memorial Nursing Scholarship Fund with \$14,233.83 out of gifts made earlier by Mrs. Sue Elizabeth Comer, widow of John G. Comer, and other members of the family. Income will be used for scholarships in Nursing at U. T. El Paso.

III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for the Months of December 1977 and January 1978.--In accordance with present procedure, the report of securities transactions for the Permanent University Fund and Trust and Special Funds for the months of December 1977 and January 1978 was mailed on **March 13, 1978**, by Secretary Thedford to the members of the Board of Regents. If any questions regarding this report have been submitted, the Secretary will so report at the meeting of the Land and Investment Committee.



## **Committee of the Whole**

**COMMITTEE OF THE WHOLE**  
**Presiding: Chairman Shivers**

Date: April 7, 1978

Time: Following the Meeting of the Land and Investment Committee

Place: Caduceus Room  
6th Floor, Administration Building  
Galveston Medical Branch

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# I. SPECIAL ITEMS

## A. BOARD OF REGENTS

### 1. Proposed Amendment of Regents' Rules and Regulations, Part One, Chapter VI, Section 6 (Use of Special Use Facilities). --It is recommended that the following subsection of Section 6, Chapter VI of Part One of the Regents' Rules and Regulations be amended to read as follows:

- 6.63 As a lower priority, the institutional rules and regulations may provide for reservation and use of Special Use Facilities by non-University individuals, groups, associations or corporations, without the necessity of joint sponsorship by the institution. The institution shall establish rates to be charged for the use of the facility that will, at a minimum, insure recovery of that part of the operating cost of the facility attributable directly or indirectly to such non-University use. If the non-University user charges those attending an event any admission or registration fee, or accepts donations from those in attendance, the institution shall require the user to make a complete account of all funds collected and of the actual cost of the event. [~~With the exception of Texas non-profit corporations organized and operated for purposes, other than religious purposes, that qualify for exemption from taxation under Section 501(c)(3) of Title 26 of the United States Code (Internal Revenue Code), if~~] If the funds collected exceed the actual cost of the event, the non-University user shall be required to remit such excess funds to the institution as an additional charge for the use of the Special Use Facility.

### 2. Permanent University Fund Bonds, New Series 1978: Recommendation for Sale of Issue, Approval of Bond Counsel and Establishment of an Account for Miscellaneous Costs. --

#### Recommendation

It is recommended by the Executive Director for Investments Trusts and Lands and President Walker that Permanent University Fund Bonds, New Series 1978, be issued in an amount up to \$21,000,000; that the firm of Vinson & Elkins be named bond counsel; and that the Office of Investments, Trusts and Lands be authorized to advertise for bids for the sale of the bonds, paying agency and printing to be submitted to the Board of Regents at its next meeting.

It is further recommended by the Executive Director for Investments, Trusts and Lands that an account be established in the amount of \$25,000 for Miscellaneous Costs - Permanent University Fund Bonds, New Series 1978, for the purpose of paying bond counsel fees, printing of the bonds, postage and other costs of the issue, all to be paid out of bond proceeds.

Since Texas A&M University is also planning to sell bonds, we have discussed with their officials the coordination of our efforts.

B. U. T. SYSTEM

3. U. T. Dallas, U. T. Permian Basin and U. T. San Antonio:  
Proposed Designation of Special Depository Banks for  
Receiving and Keeping Funds Arising from Local Income  
Required By Law to Be Deposited in the State Treasury  
(Section 51.008, Texas Education Code).--

**BACKGROUND INFORMATION**

Section 51.008, Texas Education Code, directs the governing boards of State institutions of higher education to designate special depository banks, subject to the approval of the State Treasurer, for the purpose of receiving and keeping certain receipts of the institutions separate and apart from other funds deposited in the State Treasury. These designated banks are required to be those nearest the institutions credited with the receipts. Such receipts required by law to be deposited in the State Treasury are commonly known as local educational income and comprise all such receipts, including tuition and laboratory fees, except for receipts from auxiliary enterprises, non-instructional services, agency and restricted funds, endowment funds, student loan funds, and Constitutional College Amendment Funds.

In the past, the State Treasurer has held that he had no authority to initiate the deposit of any such funds in time deposits in these special depository banks, but has agreed that the institutions, with proper governing board approval, could negotiate such time deposit agreements with the banks. This being done, the State Treasurer has in turn deposited the specified funds in the designated banks and credited the interest earned to the account of the institutions.

At its meeting on March 14, 1969, the Board of Regents re-designated such depository banks for The University of Texas at Austin, The University of Texas at Arlington, and The University of Texas at El Paso and authorized the then Executive Vice-Chancellor of Business Affairs, or the Comptroller, of The University of Texas System to perform any and all acts and to prepare any and all notices necessary to properly notify the State Treasurer of the allocation of deposits between designated banks and the amounts anticipated in different periods of the year so that adequate collateral might be required of the banks.

Prior to the current year, the three new academic institutions: U. T. Dallas, U. T. Permian Basin and U. T. San Antonio have had very few funds which were required to be deposited in the State Treasury since the tuition has been entirely pledged for the debt service of the General Tuition Revenue Bonds. However, beginning with the current year, and following the payment of the necessary debt service on each March 31, these three institutions will also have tuition income to be deposited in the State Treasury. The 65th Legislature appropriated a portion of the income to the institutions for the current biennium inasmuch as all the tuition was no longer needed for debt service for Tuition Revenue Bonds, the debt service reserves having been fully funded. An authorization for the three new institutions, similar to the 1969 action, is needed.

**RECOMMENDATION**

To facilitate this handling, System Administration recommends that the designated special depository banks be from the list of regular depository banks currently authorized, and that the following resolution be adopted:

Under the provisions of Section 51.008 of the Texas Education Code and Section 11b, Article IV, H.B. 510, 65th Legislature, Regular Session, the Board of Regents of The University of

Texas System designate the following special depository banks to receive from the State Treasury those institutional receipts arising from local income of educational activities which are required to be deposited in the State Treasury by the following named institutions:

For The University of Texas at Dallas (Fund 238):

First National Bank in Dallas, Dallas, Texas  
National Bank of Commerce, Dallas, Texas  
Richardson Heights Bank and Trust, Richardson, Texas

For The University of Texas of the Permian Basin (Fund 251):

American Bank, Odessa, Texas  
The First National Bank, Odessa, Texas

For The University of Texas at San Antonio (Fund 249):

National Bank of Commerce, San Antonio, Texas  
Frost National Bank, San Antonio, Texas  
Bank of San Antonio, San Antonio, Texas

This designation of the above named banks shall be effective as of April 7, 1978.

In order that sufficient collateral may be maintained by the above designated special depository banks, consistent with the requirements of the State Depository Board to cover balances of all institutional funds deposited therein by the State Treasurer; and in order that a maximum amount of such funds may be maintained on time deposit by the State Depository Board consistent with the operating requirements of such funds and with the requirements of the State Depository Board, the Board of Regents hereby authorizes the Vice President for Business Affairs, or the Comptroller, of The University of Texas System to perform any and all acts and to prepare any and all notices necessary to properly notify the State Treasurer of:

1. Desired allocation of deposits between the designated banks.
2. The amounts of deposits anticipated in different periods of the year in each designated bank (in order that adequate collateral may be required of the banks).
3. The amounts of cash available for time deposits from time to time at given intervals of the year, and the interest rates and maturities for such deposits.
4. The desired withdrawals or re-deposit of such funds.

C. U. T. ARLINGTON

Recommendation for Sale of Board of Regents of The University of Texas System, The University of Texas at Arlington State Ad Valorem Tax Bonds, Series 1978; Appointment of Bond Counsel; and Establishment of Account for Miscellaneous Costs.--

Recommendation

In order to provide funds for constructing and initially equipping buildings or other permanent improvements at The University of Texas at Arlington, it is recommended by the Administration that State Ad Valorem Tax Bonds, Series 1978, be issued in the amount of \$33,000,000. These bonds will be secured by a pledge of U. T. Arlington's portion of the continuing ad valorem tax on all of the taxable property in the State of Texas levied at the rate of 10¢ per \$100 valuation which is allocated among the several institutions eligible under Section 17, Article VII of the Constitution of Texas by the Comptroller of Public Accounts.

It is further recommended that the firm of Vinson & Elkins be named as Bond Counsel; that the bids for the sale of the bonds, paying agency and printing be submitted to the Board of Regents at the June 9, 1978, or subsequent meeting of the Board; and that an account be established on the books of U. T. Arlington in the amount of \$45,000 for Miscellaneous Costs - State Ad Valorem Tax Bonds, Series 1978 - for the purpose of paying the fees for Bond Counsel, printing of the bonds and other miscellaneous costs of the issue, same to be paid out of bond proceeds.

D. U. T. AUSTIN

Proposed Exception to Regents' Rules and Regulation, Part One, Chapter III, Section 31.(17) to Allow Appointment of Visiting Professor of English (Past Retirement Age).--

RECOMMENDATION

President Rogers

President Rogers recommends that Dr. William Owens be appointed Visiting Professor of English for the first summer session of 1978. Since Dr. Owens is 73 years old, this recommendation requires an exception to the Regents' Rules and Regulations, which prohibit full-time employment of faculty members beyond the fiscal year that includes their seventieth birthday, unless the Regents authorize an exception to their Rules.

System Administration

System Administration concurs with President Rogers' recommendation that an exception be made to the Regents' Rules and Regulations in accordance with Section 31.(17), Chapter III, Part One, Regents' Rules and Regulations, and the appointment of Professor William Owens as Visiting Professor of English for the first summer session of 1978 be approved.

BACKGROUND INFORMATION

Professor Owens is a distinguished scholar who is well known for the books he has authored. He is Professor Emeritus from Columbia University. Professor Owens will teach a graduate course in creative writing dealing with Southwestern writing. He is highly experienced and well qualified for this task. He is a distinguished writer and remains active and alert.

E. GALVESTON MEDICAL BRANCH

Proposed Exception to Regents' Rules and Regulations,  
Part One, Chapter III, Section 5.32 (Nepotism).--

RECOMMENDATION OF PRESIDENT LEVIN

Permission is respectfully requested to hire MRS. LILLIAN TRABER as a part-time Research Technician in the Integrated Functional Laboratory (School of Medicine). Mrs. Traber is the wife of Dr. Dan Traber, Director of the IFL and Professor in the two Departments of Anesthesiology and Physiology.

Since the fall of 1973, Mrs. Traber has been working in the lab without pay, reporting to Mr. Monte Crawford, Laboratory Supervisor. During this time she has trained six nurses in the position of Research Technician, in addition to the other routine functions such as: laboratory preparation, surgery on animals, teaching graduate students to do the surgical procedures, assisting faculty in teaching labs, preparing drugs and chemicals for the labs, and instructing medical students in the proper use and administering of equipment and drugs.

Mr. Crawford reports that Mrs. Traber's initiative, zeal, and personality have had a very stabilizing effect on the entire lab operation, which frequently is very hectic, and that the effective operation of the lab would be severely handicapped without her service.

In the interests of The University of Texas Medical Branch, it is requested that the nepotism rule be suspended in accordance with paragraph 4, (4.2) Policy Number 152, to permit Mrs. Traber to work part-time in the Integrated Functional Laboratory, with Mr. Crawford as her supervisor.

I urge your approval.

Sincerely,  
*George T. Bryan*  
George T. Bryan, MD  
Dean of Medicine

GTB/11z

Approved:  
*William C. Levin*  
William C. Levin, MD  
President, UTMB  
Date: 2-20-78

Approved:  
  
E. D. Walker  
President, UT System  
Date: \_\_\_\_\_

SYSTEM ADMINISTRATION CONCURS. The evaluation of Mrs. Traber's performance and decisions as to salary, rank and working conditions will be the responsibility of the Dean of Medicine upon the recommendation of the laboratory supervisor.



7.

Proposed Extension of Agreement with Hoffmann-La Roche, Inc., Nutley, New Jersey.--

RECOMMENDATION

President Levin

" By letter of agreement, Hoffmann-La Roche, Inc. has proposed that the termination date for the Thymosin Collaboration Agreement, entered into by and between The Board of Regents of The University of Texas System for and on behalf of UTMB and Hoffmann-La Roche, Inc., be extended until April 30, 1978.

The purpose of such extension is to have the date of agreement termination coincide with the date on which the Principal Investigator, Dr. Allan Goldstein, terminates his employment with UTMB.

For consideration of such extension, Hoffmann-La Roche will provide support in the pro rated amount of \$34,500.

Your approval of this extension agreement is respectfully requested. If approved, please have this item placed on the agenda for approval by the Board of Regents at their April 7, 1978 meeting. "

System Administration

The Office of General Counsel has approved the letter agreement (set out below) as to form. System Administration concurs with President Levin's recommendation.

BACKGROUND INFORMATION

At the December 13, 1974 meeting, the Board of Regents approved an agreement with Hoffmann-La Roche, Inc., a New Jersey pharmaceutical company, providing for an exclusive license on any patentable discoveries to Hoffmann-La Roche, subject to limitations by other granting agencies who were also contributing to this reaseach. The research concerned Thymosin, a therapeutic agent which could have a role in the diagnosis and treatment of a variety of disease states, under the director of Dr. Allen Goldstein. This agreement provided for a grant in the amount of \$138,000 per year and provided further for extensions on a one year basis.

HOFFMANN-LA ROCHE INC.

NUTLEY • NEW JERSEY • 07110

December 16, 1977

University of Texas Medical Branch  
Galveston, Texas 77550

Gentlemen:

The purpose of this letter is to propose that the collaboration agreement between Hoffmann-La Roche Inc. (hereafter Roche) and the University of Texas Medical Branch at Galveston (hereafter UTMB) relating to thymosin effective December 20, 1974 be extended until April 30, 1978. Such extension shall be in lieu of the automatic one year extension provided for in the extension agreement dated November 16, 1976. Roche agrees to provide support in consideration of such extension in the amount of \$34,500, such sum being payable upon receipt by Roche of a fully executed copy of this letter agreement.

If UTMB is agreeable to proceed with the scientific collaboration on thymosin with Roche pursuant to the above understandings and the terms and conditions of the underlying agreement effective December 20, 1974, please have a duly authorized officer of UTMB sign and date both copies of this letter agreement and return one fully executed copy to Roche for our records.

HOFFMANN-LA ROCHE INC.

AGREED AND ACCEPTED:

Board of Regents University of Texas System  
on Behalf of UNIVERSITY OF TEXAS MEDICAL BRANCH

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By J. J. Burns  
J. J. Burns  
Vice President

Approved As To Form  
LAW DEPT.  
By [Signature]

**F. HOUSTON HEALTH SCIENCE CENTER**

- 8. Division of Continuing Education: Request to Permit Outside Employment [Regents' Rules and Regulations, Part One, Chapter III, Section 13.(10)]

**RECOMMENDATION**

Dr. Blocker

In accordance with Section 13.10, Chapter III, Part One of the Regents' Rules and Regulation, it is recommended that approval be given for Dr. Sam A. Nixon, Director of the Division of Continuing Education, to continue as a member of the State Rural Medical Education Board.

SYSTEM ADMINISTRATION CONCURS with this recommendation since the activities of this Board are important to the provision of health care in rural Texas.

**BACKGROUND INFORMATION**

Dr. Nixon was appointed by Governor Dolph Briscoe to a term ending in 1983 and was elected Chairman of the State Rural Medical Education Board by its membership. Subsequent to this appointment, Dr. Nixon joined the faculty of the Houston Health Science Center. As Chairman of the State Rural Medical Education Board, Dr. Nixon will be required to attend several meetings a year. He will not receive a salary but will be reimbursed for his travel expenses. Mr. Bill Campbell, Assistant Attorney General, has written Dr. Nixon stating that, in his opinion, Dr. Nixon continues to be qualified for membership on the State Rural Medical Education Board; however, Mr. Campbell states that this is not an official Attorney General's opinion.

The State Rural Medical Education Board and Dr. Nixon's service as a member of it are of benefit to the State of Texas in its efforts to increase the number of physicians in rural areas. This position is not in conflict with Dr. Nixon's duties as Director of the Division of Continuing Education.

✓  
School of Allied Health Sciences: Request to Permit Outside Employment [Regents' Rules and Regulations, Part One, Chapter III, Section 13.(11)].--

Acting President Blocker recommends approval of consultant duties to public school systems in Texas for Dr. Martyn Hotvedt, Assistant Professor (without tenure) in the School of Allied Health Sciences. Dr. Hotvedt has been trained in evaluation methodology. Evaluation is an ever-changing and dynamic field and his continuing contact with other programs will be of value in his efforts in the School of Allied Health Sciences. There will be no conflict between Dr. Hotvedt's faculty duties and his duties as a consultant. It is estimated that he will spend approximately 10 days per year in these duties and the consultant fees are estimated to be approximately \$1,500 per year.

System Administration concurs with this recommendation.

✓  
**UNIVERSITY CANCER CENTER**

10.

Revenue Bond Matter - Replacement of Lost Bond Number 896, Board of Regents of The University of Texas System, The University of Texas M. D. Anderson Hospital and Tumor Institute Endowment and Hospital Revenue Bonds, Series 1972: Proposed Resolution.--

**RECOMMENDATION**

The Administration recommends the Board of Regents adopt the Resolution set out on Pages C of W 9-11 authorizing the issuance of a \$5,000 denomination replacement Bond Number 896, Board of Regents of The University of Texas System, The University of Texas M. D. Anderson Hospital and Tumor Institute, Endowment and Revenue Bonds, Series 1972, bearing interest at a rate of 5.20% maturing August 1, 1985.

**BACKGROUND INFORMATION**

At its July 10, 1977, meeting, the Board of Regents authorized the Office of General Counsel to carry out responsibilities of the System for replacement to the owner of the lost bond, with the understanding that the owner will pay all expenses in connection with the replacement thereof and otherwise comply with all legal requirements. The firm of McCall, Parkhurst & Horton, bond counsel on the original issue, worked with the Office of General Counsel in preparing the necessary Replacement Bond Resolution and supporting documents and approving the Affidavit of Ownership and Loss by the owner, Mr. Wallace M. Giddings, and approval of the Lost Instrument Bond of Merchants Mutual Bonding Company in the amount of \$5,000.

**RESOLUTION**

AUTHORIZING THE ISSUANCE OF A \$5,000 REPLACEMENT BOND TO REPLACE BOND NUMBER 896 OF BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON, ENDOWMENT AND HOSPITAL

REVENUE BONDS, SERIES 1972, AND RESOLVING OTHER MATTERS RELATING  
TO THE SUBJECT

---

WHEREAS, the Board of Regents of The University of Texas System by resolution adopted on September 11, 1972, authorized the issuance of and sold its Board of Regents of The University of Texas System, The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, Endowment and Hospital Revenue Bonds, Series 1972, in the aggregate principal amount of \$16,000,000, dated August 1, 1972; and

WHEREAS, one bond of the above described Series of bonds, to-wit:

Bond Number 896 in the denomination of \$5,000 and bearing interest at the rate of 5.20% per annum, payable semiannually on each August 1 and February 1 (Interest Coupon No. 9 and subsequent coupons appertaining thereto unpaid), and maturing August 1, 1985

is outstanding and unpaid; and

WHEREAS, an affidavit in due form verified by Wallace M. Giddings, affiant and owner of said Bond Number 896, to the effect that said Bond Number 896, in the amount of \$5,000, was destroyed, has been received and is on file in the offices of the Board of Regents, and such affidavit has been accepted by the Board of Regents as sufficient evidence that the above described security has been lost within the meaning of Article 715a of the Revised Civil Statutes of Texas, and a certified copy of such affidavit is attached hereto as a permanent part hereof; and

WHEREAS, the loss occurred prior to Coupon Number 9 coming due on February 1, 1977, and therefore neither said coupon nor any subsequent coupons have been presented for payment; and

WHEREAS, the owner of said bond and appurtenant coupons desires that a replacement bond be issued to replace the aforesaid lost bond and appurtenant coupons; and

WHEREAS, by Acts 1965, of the 59th Legislature, of the State of Texas, Chapter 334, commonly known as Article 715a of the Revised Civil Statutes of Texas, the Board of Regents is authorized to issue a bond to replace any bond theretofore lawfully issued which is outstanding and which has been destroyed, lost or stolen, provided that such replacement bond may be issued only upon indemnification satisfactory to the issuer and upon an affidavit or other form of evidence satisfactory to the issuer establishing proof of ownership and the circumstances of the loss, theft or destruction of the bond for which a replacement bond is being sought; and

WHEREAS, Lost Instrument Bond, Bond No. TX-260923 dated January 19, 1978, as amended February 15, 1978, with Merchants Mutual Bonding Company as Surety, has been received and is on file in the office of the Board of Regents and such Lost Instrument Bond is acceptable to the Board of Regents as sufficient

indemnity under the provisions of Article 715a of the Revised Civil Statutes of Texas, and a certified copy of such Lost Instrument Bond, Bond No. TX-260923 is attached hereto as a permanent part hereof.

THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM:

Section 1. That there is hereby authorized to be issued a replacement bond to replace Bond Number 896 of Board of Regents of The University of Texas System, The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, Endowment and Hospital Revenue Bonds, Series 1972. Said replacement bond and the interest coupons appertaining thereto shall be in the same form and in all respects of like tenor and effect as said Bond Number 896 and the interest coupons appertaining thereto, except that such replacement bond and the interest coupons appertaining thereto shall be signed manually, or in facsimile, as provided by law, by the proper officials holding office at the time of the issuance, and that Interest Coupon Number 9 and subsequent interest coupons shall be attached to said replacement bond.

Section 2. That said replacement bond shall be dated August 1, 1972, which is the date of the lost bond.

Section 3. That said replacement bond and all interest coupons appertaining thereto shall have the letter "R" preceding the Bond Number and following the Interest Coupon Number.

Section 4. That after said replacement bond has been executed, it shall be the duty of the Chairman of the Board of Regents of The University of Texas System or some officer, employee or attorney of the Board of Regents acting through authority from him, to deliver said replacement bond to the Attorney General of Texas for examination and approval. After approval by the Attorney General of Texas, said replacement bond shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. The replacement bond thus registered shall remain in the custody of the Chairman of the Board of Regents, or subject to his order, until the delivery thereof to the owner of the original bond being replaced thereby.

Section 5. That the Comptroller of Public Accounts of the State of Texas is hereby authorized and directed to register the replacement bond in the same manner as the original bond was registered, giving it the same registration number as the original bond, except that such number shall be preceded by the letter "R." The Comptroller shall date his registration certificate as of the date of registration of the replacement bond.

Section 6. That all provisions of the resolution adopted by the Board of Regents on the 11th day of September, 1972, authorizing the Series of Bonds of which said lost bond is a part and which are not in conflict with this resolution are hereby adopted by reference and shall be a part of this resolution.

Section 7. That the preparation and adoption of this resolution by the Board of Regents and the performance of each and every, all and singular, the acts ordered hereby and all acts or expenditures incidental thereto shall be at no cost to the Board of Regents of The University of Texas System and shall be borne entirely and be the sole liability of the owner of said above described lost security who has requested the issuance of a replacement security as provided herein.

II. DEVELOPMENT MATTERS. -- The following is reported for ratification and for the record. --

U. T. SAN ANTONIO

College of Business Advisory Council: Membership. -- The initial membership of the College of Business Advisory Council at The University of Texas at San Antonio was reported for the record on September 16, 1977. This Council has now met and drawn for terms as set forth below. The authorized membership of this Advisory Council is 25:

	<u>Term Expires</u>
Mr. Jesse A. Baker, San Antonio	1979
Col. Victor J. Ferrari, San Antonio	1979
Dr. Lyman R. Fink, San Antonio	1979
Mrs. Katherine N. Folbre, San Antonio	1980
Mr. Gordon N. George, San Antonio	1979
Mr. Alex H. Halff, San Antonio	1978
Mr. Marvin M. Kline, San Antonio	1980
Mr. Quincy Lee, San Antonio	1980
Mr. Steven Q. Lee, San Antonio	1979
Mr. Byron L. LeFlore, San Antonio	1980
Mr. Harold E. O'Kelley, San Antonio	1980
Mr. Charles G. Orsinger, San Antonio	1978
Mr. James C. Phelps, San Antonio	1979
Gen. John W. Roberts, San Antonio	1978
Miss M. Sue Schoolfield, San Antonio	1979
Mr. Robert H. Seal, San Antonio	1979
Mr. C. Linden Sledge, San Antonio	1980
Mr. James W. Windlinger, San Antonio	1980

7 unfilled terms

III. REPORT OF DEGREE PROGRAMS AND ACADEMIC REQUESTS APPROVED BY COORDINATING BOARD FOR IMPLEMENTATION OR WITHDRAWN BY SYSTEM ADMINISTRATION DURING 1976-77.--In order that the permanent record will accurately reflect those degree programs and academic requests approved by the Coordinating Board, Texas College and University System or those withdrawn by System Administration since the last report on October 1, 1976, Secretary Thedford submits (1) those degree programs approved by the Coordinating Board for implementation together with the date of implementation by the respective institution; (2) name changes approved by the Board of Regents and Coordinating Board; and (3) requests approved by the Board of Regents and sent to Coordinating Board but later withdrawn by System Administration:

Implementation

1. Approved by Coordinating Board for implementation as reflected in letters from Coordinating Board:

U. T. Arlington

B.F.A. with Major in Drama  
 M.S. in Nursing  
 Master of Engineering Degrees in Aerospace Engineering,  
 Electrical Engineering, Industrial Engineering and  
 Mechanical Engineering

U. T. Austin

Bachelor of Social Work Degree Program  
 B.A. in Asian Studies

U. T. Dallas

B.A. in American Studies Sept. 1978

U. T. El Paso

B.S. in Computer Science  
 B.A. in Anthropology  
 M.S. in Nursing  
 M.A. in Linguistics  
 M.A./M.S. in Interdisciplinary Studies (approved  
 by the Board of Regents as Master of Liberal Arts)

U. T. San Antonio

Bachelor of Music Sept. 1977  
 B.A. in American Studies (approved by Board of  
 Regents as B.A. in American Culture Studies) Sept. 1977

Galveston Medical Branch

M.S. in Nursing 1977

Houston Health Science Center

M.S. in Nursing  
Baccalaureate program in Nuclear Medicine Technology  
Baccalaureate program in Community Nutrition Dietetics

[School of Allied Health Sciences]  
Certificate program for Respiratory Therapy  
(upper division) and B.S. in Respiratory  
Therapy (upper division)  
Certificate program for Nurse Anesthetists

2. Name changes approved by the Board  
of Regents and the Coordinating Board:

U. T. Austin

Graduate School of Social Work changed to  
School of Social Work  
Department of Health, Physical Education  
and Recreation changed to Department  
of Physical and Health Education

U. T. El Paso

School of Nursing changed to College  
of Nursing

U. T. San Antonio

Division of Management changed to  
Division of Management and  
Marketing

Dallas Health Science Center

Health Care Administration Program  
changed to Gerontology Services  
Administration Program

3. Requests approved by the Board of Regents  
and sent to Coordinating Board but withdrawn  
by System Administration:

U. T. Arlington

M.A. in Music

U. T. San Antonio

B.A. in Art History and Criticism

Houston Health Science Center

M.S. in Biomedical Communication

(The institutional heads have been asked to furnish this office with  
the date of implementation of the foregoing approved programs.  
These dates will be incorporated in the record.)



**SCHEDULED MEETINGS AND EVENTS.** --Below is a schedule of meetings and events. The Board of Regents has previously scheduled a meeting for June 8-9, 1978 in Austin:

Holidays Scheduled

May 29, 1978  
July 4, 1978

1978 Football Schedules

U. T. Arlington

Sept. 2 Drake University at Des Moines  
Sept. 9 West Texas State at Arlington-Cravens  
Sept. 16 North Texas State at Texas Stadium  
Sept. 23 Louisiana Tech at Arlington-Cravens  
Sept. 30 East Carolina at Greenville, N.C.  
Oct. 7 New Mexico State at Las Cruces, N.M.  
Oct. 14 USL at Arlington-Cravens  
Oct. 21 Lamar at Beaumont  
Oct. 28 Arkansas State at Arlington-Cravens  
Nov. 4 NW Louisiana at Arlington-Cravens  
Nov. 18 McNeese State at Lake Charles

U. T. Austin

Sept. 16 Rice at Houston  
Sept. 23 Wyoming at Austin  
Sept. 30 Texas Tech at Lubbock  
Oct. 7 Oklahoma at Dallas  
Oct. 14 North Texas at Austin  
Oct. 21 Arkansas at Austin  
Oct. 28 S.M.U. at Austin  
Nov. 11 Houston at Austin  
Nov. 18 T.C.U. at Fort Worth  
Nov. 25 Baylor at Waco  
Dec. 2 Texas A&M at Austin

U. T. El Paso

Sept. 2 North Texas State at Denton  
Sept. 9 Air Force Academy at El Paso  
Sept. 16 New Mexico State at Las Cruces  
Sept. 23 San Diego State at El Paso  
Sept. 30 Arizona State at Tempe  
Oct. 7 Colorado State at Ft. Collins  
Oct. 21 Brigham Young at Provo  
Oct. 28 New Mexico at El Paso  
Nov. 4 Hawaii at Honolulu  
Nov. 11 Utah at El Paso  
Nov. 18 Nevada-Las Vegas at Las Vegas  
Nov. 25 Wyoming at El Paso

**1978**

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<b>JUNE</b>							<b>NOVEMBER</b>						
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<b>AUGUST</b>													
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*Law Sch. Film - Fri. 26<sup>th</sup> of May.*

**COMMITTEE OF THE WHOLE  
EMERGENCY ITEMS  
April 6-7, 1978**

	<u>Page</u> <u>C of W</u>
11. U. T. Austin: Proposed Exception to Regents' <u>Rules and Regulations</u> , Part One, Chapter III, Section 16 to Allow Sixth and Seventh Year Leave of Absence Without Pay to Millard H. Ruud	17
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13. U. T. El Paso: Resolution of Commendation to Track Team and Coaches	19
14. Scheduled Events: Dates of Commencement Activities for 1978	20

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**Documentation**

11. U.T. AUSTIN: RECOMMENDATION TO AUTHORIZE A SIXTH AND SEVENTH YEAR LEAVE OF ABSENCE WITHOUT PAY TO PROFESSOR MILLARD H. RUUD.--President Rogers has submitted a request for approval of an exception to Part One, Chapter III, Section 16 of the Regents' Rules and Regulations in order to grant a sixth and seventh year leave of absence without pay for Professor Millard H. Ruud. This sixth and seventh consecutive years leave of absence without pay will permit Professor Ruud to continue to serve as Executive Director of the Association of American Law Schools. The request has been endorsed by Dean Ernest Smith of the Law School and Vice President for Academic Affairs William Hays. Dean Smith points out the importance of Professor Ruud continuing as Executive Director of the Association of American Law Schools when so many critical issues are before the Association such as accreditation of professional schools and problems related to admissions rules of law schools.

System Administration concurs with President Rogers' request.

12. U. T. Austin: Resolution of Commendation to the 1978 Longhorn Basketball Team. --It is recommended by President Rogers and concurred in by System Administration that the following resolution be adopted:

RESOLUTION

WHEREAS, the 1978 Longhorn Basketball Team, through skill, determination, hard work, individual and team effort, completed the season with a winning record equal to the highest in the history of The University and went on to become Co-Champions of the Southwest Conference and Champions of the National Invitation Tournament, the first post-season national championship for any Southwest Conference basketball team, and

WHEREAS, this athletic achievement was brought about under the leadership of Coach Abe Lemons, whose wit, hard work and professional skill earned him designation as Co-Coach of the Year by the National Association of Basketball Coaches, and

WHEREAS, Jim Krivacs and Ron Baxter were named Co-Most Valuable Players of the National Invitation Tournament, the first time in twenty five years that two players have been given this honor, and

WHEREAS, Ron Baxter and John Moore were selected as All Southwest Conference Players, and

WHEREAS, the entire Longhorn Basketball Team has demonstrated those qualities of character, sportsmanship and teamwork which represent the highest ideals in inter-collegiate sports,

NOW, THEREFORE, BE IT RESOLVED that the Board of Regents of The University of Texas System this 7th day of April, 1978, does express its appreciation for the excellence manifested in the performance of the 1978 Longhorn Basketball Team, the leadership and inspiration of Coach Lemons and his staff, and the notable recognition brought to the University by those who played the game of basketball with distinction.

13. U. T. El Paso: Resolution of Commendation to Track Team and Coaches. --It is recommended by President Templeton and concurred in by System Administration that the following resolution be adopted:

RESOLUTION OF COMMENDATION

THE U. T. EL PASO'S MINER TRACK TEAM AND COACHES

WHEREAS, On March 11, 1978, in Detroit, Michigan, The University of Texas at El Paso Track Team -- the Miners -- became the first ever to win four NCAA National Indoor Track Team Championships. The Miners now hold the National Indoor Championships for 1978, 1976, 1975, and 1974, in addition to having finished a close second in 1977, losing by 1/2 point to Washington State University, and

WHEREAS, The Miners ended the 1978 national meet with 44 points, placing in all but one of nine events entered, and

WHEREAS, Outstanding individual Miner performances included: James Munyala's sub-four minute Mile finish for first place; Olympian Rudolfo Gomez's second place finish in the Three Mile run, which also bested the previous meet record by four full seconds; a second-place finish for shot-putter Hans Alstrom; third place for Jerome Hutchins in the Triple Jump and Peter Lemashon's incredible 1.48.2 anchor leg in the winning Two Mile Relay, and

WHEREAS, Overall, U. T. El Paso's Track Team now holds 19 Western Athletic Championships and 8 NCAA National Championships, an unsurpassed accomplishment which deserves the recognition of the Board of Regents and The University of Texas System,

NOW, THEREFORE, BE IT RESOLVED that the Board of Regents of The University of Texas System this 7th day of April, 1978, does express its appreciation and congratulations for the excellence manifested in the performance of the 1978 Miner Track Team and to the leadership and inspiration given by Head Coach Ted Banks and Assistant Ted McLaughlin. The athletes and staff have brought notable recognition to themselves and to the University.

1- Scheduled Events. --Below are listed the dates of commencement activities for 1978:

May 13, 1978	U. T. El Paso U. T. Permian Basin
May 14, 1978	U. T. San Antonio
May 19, 1978	U. T. Arlington San Antonio Dental School San Antonio School of Allied Health Sciences
May 20, 1978	U. T. Austin U. T. Dallas Galveston School of Nursing
May 21, 1978	San Antonio School of Nursing
May 26, 1978	San Antonio Graduate School and Pharmacy Program
May 27, 1978	Galveston Medical School and Galveston G.S.B.S.
May 28, 1978	San Antonio Medical School
June 3, 1978	Dallas Southwestern Medical School and Dallas G.S.B.S.
June 10, 1978	Houston Health Science Center
August 25, 1978	Galveston School of Allied Health Sciences
August __, 1978	Dallas School of Allied Health Sciences

**Committee of the Whole**  
**Executive Session**

1. \$200,000 from Charles Sapp to establish in The University of Texas School of Law at Austin an endowed professorship to be known as the Liddell, Sapp, Zivley & Brown Professorship in Banking, Financial, Commercial and Corporate Law.
  
2. \$500,000 from The Sealy & Smith Foundation for the John Sealy Hospital to endow a Chair to be known as The Sealy & Smith Chair in Pediatrics at The University of Texas Medical Branch at Galveston

T/ml  
3/7/78

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION  
 [Pursuant to Vernon's Texas Civil Statutes  
 Article 6252-17, Sections 2(e), (f) and (g)]

Date: April 7, 1978  
Time: Following the Meeting of the Committee of the Whole -  
 Open Session  
Place: Conference Room, Suite 621, Administration Building  
 Galveston Medical Branch

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  - a. Report and Recommendation of Committee to Renegotiate Real Estate Note with Punta Gorda Isles, Inc.
  - b. Report of Special Committee on Brackenridge Tract Relating to Exchange of Leases with LCRA
3. Personnel Matters - Section 2(g).--
  - a. U. T. Austin: Recommended Termination of Dr. Gunnar Gjerstad.--

On November 7, 1978, President Rogers notified Dr. Gunnar Gjerstad, Associate Professor with tenure in the College of Pharmacy that the administration, in accordance with Section 6.3, et seq., of Chapter III of Part One of the Regents' Rules and Regulations was bringing charges in order to terminate his employment for good cause. Those charges as set forth in Dr. Rogers' letter are as follows:

"Incompetence in performing the duties expected of a faculty member in the areas of teaching, scholarship and other service to the University.

"Faculty members have the responsibility to meet minimum standards of performance and accountability as established by the Regents' Rules and Regulations, Part One, Chapter III, Section 8, by the Handbook of Operating Procedures, Section 3.17 and by recognized common practice at institutions of higher education. Your performance, during the period of the past several years and including the current semester, does not meet these minimum standards."

Following a hearing before a Hearing Tribunal convened in accordance with the above cited Rules and Regulations and the applicable provisions of the Handbook of Operating Procedures for U.T. Austin, the Hearing Tribunal made the following findings and recommendations:

"On the basis of the 77 findings of fact set out in this report, and the 17 conclusions on subsidiary matters just set forth, it is the unanimous conclusion of the panel that the evidence presented at the hearing has established, not merely by a preponderance of the evidence but beyond a reasonable doubt, that viewing overall the areas of teaching, scholarship, and other service to the University, the performance of Gunnar Gjerstad, associate professor of pharmacy, does not meet the minimum standards of competence expected of a member of the faculty of an institution of higher education, and that good cause has been shown for termination of his employment.

### "Recommendation

"The panel recommends that the Board of Regents terminate the employment of Gunnar Gjerstad."

The procedures outlined in the Faculty Grievance Procedure, Section 3.18, IV.C.6., provide that both parties may appeal the findings of the panel within ten working days after the panel makes its recommendations. Professor Gjerstad submitted such an appeal on March 7, 1978. The several issues raised by Dr. Gjerstad as the basis of his appeal were fully

developed and considered during the hearing. On the basis of the evidence documented in the hearing transcript President Rogers finds that Dr. Gjerstad's appeal is without merit. President Rogers recommends that the Board of Regents terminate the employment of Dr. Gjerstad for cause as described above, with the termination effective at the end of the day on which action is taken by the Board of Regents.

System Administration, after review of the record of this case, concurs with the recommendation of President Rogers that the employment of Dr. Gunnar Gjerstad, Associate Professor of Pharmacy, be terminated for cause effective at the end of the day on which Regental action is taken.

b. U. T. Austin: Recommended Dismissal of Gunter Richter, Teaching Assistant in Government.--

On December 1, 1977, Dr. William L. Hays, Vice President for Academic Affairs, advised Mr. Gunter Richter that in accordance with Regents' Rules and Regulations, Part One, Chapter III, Section 6.3 and The University of Texas at Austin Handbook of Operating Procedures, Section 8.01, Subsection 9, procedures to terminate his employment for cause were being initiated. The charges as set forth in Dr. Hays' letter to Mr. Richter were as follows:

"You improperly abused your position as Teaching Assistant by offering inducement to students in Government 312L to engage in unethical conduct.

- "1. You offered in conversations on November 2-3, 1977, a course grade of 'A' to Kristine Louise Fitch, a student in Government 312L, in return for Ms. Fitch's writing English papers for another student.
- "2. You offered in conversation on November 4, 1977, a course grade of 'A' to Joseph Stuart Pevsner, a student in Government 312L, in return for Mr. Pevsner's writing English papers for another student.
- "3. During a conversation with Ross Allen Mason on November 9, 1977, you agreed to give a course grade of 'A' to Mr. Mason, a student in Government 312L, in return for Mr. Mason's writing English papers for another student."

Following a hearing before a Hearing Tribunal convened in accordance with the above cited Rules and Regulations of the Board of Regents and the applicable provisions of the Handbook of Operating Procedures for The University of Texas at Austin, the Hearing Tribunal made the following findings and recommendations:

"The panel finds:

"by unanimous vote, that by a preponderance of the evidence, the administration was (sic) shown that the events described in allegation 1 did take place.

"by a vote of three to two, that, by a preponderance of the evidence, the administration has shown that the events described in allegation 2 did take place. The two dissenting panel members felt that the testimony of Mr. Pevsner served only to corroborate the allegations of Ms. Fitch.

"by unanimous vote, that, allegation number 3 as it stands, was not proven by a preponderance of the evidence. It was shown by a preponderance of the evidence that, during a conversation with Ross Allen Mason on November 9, 1977, Mr. Richter agreed to give Mr. Mason special treatment in return for Mr. Mason's writing English papers for another student.

"The panel unanimously agree that charge 1 constitutes valid grounds for the dismissal of a Teaching Assistant.

"The panel by a majority of its membership feels that charge 2 constitutes valid grounds for the dismissal of a Teaching Assistant.

"The panel unanimously agree that charge 3 as modified constitutes valid grounds for dismissal of a Teaching Assistant.

"The panel unanimously feels that these actions constitute a serious breach of academic **ethics**."

President Rogers, after careful examination of all pertinent documents on the case including the February 14, 1978, appeal of Mr. Richter's attorney, Mr. William C. Davidson, Jr., recommends the Board of Regents sustain the decision of Vice President Hays to terminate the employment of Gunter Richter for good cause effective immediately.

System Administration has reviewed the records of this case and concurs in the recommendation of President Rogers that the Board of Regents terminate the employment of Mr. Gunter Richter for cause effective immediately.

c. Houston Health Science Center: Recommended Termination of Dr. Susan H. Houston.--

As of June 1, 1973, Dr. Susan H. Houston began her appointment as Associate Professor (with tenure), Graduate School of Biomedical Sciences and Research Linguist, Speech and Hearing Institute of the Houston Health Science Center. During the next year, she enrolled as a Ph. D. candidate in the Clinical Psychology Program at The University of Houston. She enrolled in and completed courses in this program in the 1973-74, 1974-75, 1975-76 and 1976-77 academic years. In February 1977, she requested permission for a half-time appointment effective September 1, 1977 so that she could complete a clinical internship at the Houston V.A. Hospital, a requirement for award of the Ph.D. degree. This was denied by the faculty Appointment, Promotions and Tenure Committee, Dr. Tina Bangs, Director of the Speech and Hearing Institute, and Acting President Blocker. Dr. Houston then requested a one-year leave of absence and this was also denied by the faculty committee, Dr. Bangs and Dr. Blocker, since they agreed that the needs of the developing graduate program in the Speech and Hearing Institute mitigated against the absence of a full-time faculty member. On June 10, 1977, Dr. Houston requested reconsideration of this denial and in a subsequent letter, she asked to meet with the faculty committee. This meeting was held on June 21 and the committee again recommended denial of her request. This recommendation received the concurrence of Drs. Bangs and Blocker. On August 25, 1977, Dr. Blocker wrote Dr. Houston to advise her that she "should not accept the clinical internship at the V.A. Hospital if you desire continued employment in the Speech and Hearing Institute." Dr. Houston did accept the clinical internship.

On October 13, 1977, the faculty of the Speech and Hearing Institute recommended termination of Dr. Houston's employment. Following a meeting with Dr. Blocker, Dr. Houston's counsel, Mr. Larry Watts, advised, in writing, Dr. Blocker that Dr. Houston would continue the internship and not resign her faculty position. On November 3, 1977, Dr. Blocker wrote Dr. Houston informing her of the appointment of a hearing tribunal for the purposes of terminating her employment. The tribunal met on January 11, January 31, and February 11, 1978 to hear the charges and testimony from witnesses, including Dr. Houston.

Specifically, the charges as set forth in Dr. Blocker's letter are as follows:

"1. By accepting appointment to the Clinical Internship at the Veterans Administration Hospital, you have acted in direct disobedience of my instructions to you set forth by letter dated August 25, 1977. My instructions to you at that time were made following a complete review of the merits of your request for a leave of absence as balanced against the needs of the Speech and Hearing Institute for

your full-time services. Your disregard of my instructions to you constitutes insubordination and demonstrates that you place your personal desires above the decisions of the Administration with regard to the needs of The University of Texas Health Science Center, Speech and Hearing Institute.

"2. Your acceptance of the Clinical Internship at the Veterans Administration Hospital after specific denial of a request for approval of such employment constitutes a violation of Section 13.9 of Chapter III of Part One of the Regents' Rules and Regulations of The University of Texas System.

"3. Since accepting the Clinical Internship at the Veterans Administration Hospital you have failed to meet your commitment and responsibilities as a full-time tenured faculty member of the Speech and Hearing Institute. You have not maintained regular office hours in order to be available for consultation with students nor have you met your responsibility to meet with the faculty of the Speech and Hearing Institute or the duly constituted faculty Committees thereof.

"I consider each of the above charges to be independent cause for termination of your employment as a tenured member of the faculty."

Following a hearing before a Hearing Tribunal convened in accordance with the above cited Rules and Regulations of the Board of Regents, the Hearing Tribunal made the following findings and recommendations:

"Findings. Based upon the evidence presented by both representatives of The University and by Dr. Houston, the panel finds unanimously that Dr. Houston did indeed act in direct disobedience of instructions set forth to her by letter from President Blocker dated August 25, 1977. The evidence presented clearly indicates that Dr. Houston first made a request for part-time employment while she served a full-time internship at the Veterans Administration Hospital. This was denied by a faculty committee. Subsequent to that she made a request for leave of absence and this too was denied. She then appealed to President Blocker, who asked that the committee be reconvened and that they reconsider the matter. The committee was reconvened and Dr. Houston appeared before it. Once again the request was denied.

"Nowhere in the record was there any written evidence presented that Dr. Houston had a commitment from her superior to undertake an internship although at the time her Ph.D. program was originally planned it might have been discussed. The testimony from the parties involved is conflicting on this point. But regardless of any informal, oral conversations with her superior about such an internship, the Committee feels that Dr. Susan Houston placed unreasonable and unwarranted reliance on any statements that were made or any approval that was implied without receiving written approval from the individuals who have authority to grant part-time employment or leave of absence (i.e., the President of the Health Science Center at Houston and the Board of Regents of The University of Texas). Dr. Susan Houston's counsel indicated that he could produce a witness who would state under oath that such a commitment had been made, but that witness, Dr. Shalom Vineberg, never appeared.

"The panel further finds that the denial of Dr. Houston's request on the grounds that she needed to take the internship beginning on September 1, 1977, is not a valid excuse for what constitutes insubordination. Furthermore, the statement by her faculty committee that her full-time services were required at the Speech and Hearing Institute constituted sufficient grounds for denial of her request to proceed on that date. In

the report of the Appointments, Promotions, and Tenure Committee dated April 25, 1977, it was the consensus of the committee that at that time it was crucial in the planning, organization, and development of the research and service program and the graduate program as well for her to be on full-time duties. The Hearing Panel interprets this to mean that the denial was based upon current needs and not unequivocal denial for the future."

"Findings: The Hearing Panel finds unanimously that Dr. Houston's acceptance of full-time outside employment, namely, a 40-hour week clinical psychology internship at the Veterans Administration Hospital without administrative approval, constitutes a direct violation of Section 13.9 of Chapter III of Part One of the Regents' Rules and Regulations."

"Findings: The Hearing Panel finds that the preponderance of the evidence presented by the Administration and fellow faculty members of Dr. Houston does not enable this panel to agree that she did not fulfill her commitment as a full-time faculty member of the Speech and Hearing Institute with regard to being available for consultation with students or meeting with the faculty or committees thereof. The administrative and academic structure of the Speech and Hearing Institute would appear to have been so loose as to make it virtually impossible to sort out lines of authority and responsibility. It would appear that even duly constituted committees would meet at times irregularly and not necessarily on a regularly scheduled basis. Furthermore, no evidence was ever presented that Dr. Houston missed a single class for which she was responsible. She states, and it was never refuted, that although she did not have regular office hours posted on her door that her students knew she was available on call and that she met with them as required. No evidence was presented to the contrary.

"As a consequence of the foregoing, the panel does not find that Dr. Houston was derelict in her duties, as stated in Charge 3.

#### "SUMMARY

"Three separate and distinct charges were brought against Dr. Houston by President Blocker. The Hearing Panel finds the preponderance of evidence to be in favor of The University in respect to Charges 1 and 2 but is not prepared to find Dr. Houston guilty with respect to Charge 3. However, in view of the fact that her action constituted direct disobedience of the instructions set forth in writing by President Blocker and also constitutes a violation of the Regents' Rules and Regulations, the Hearing Panel finds her guilty of insubordination and unanimously agrees that this is sufficient cause for termination of her appointment as a tenured member of this faculty. The Hearing Panel further recommends to the Board of Regents that Dr. Susan Houston's tenured appointment as a member of this faculty be terminated by the Board."

Acting President Blocker and System Administration concur with the recommendation of the Hearing Tribunal that Dr. Houston's employment (with tenure) at the Houston Health Science Center be terminated effective at the end of the day on which Regental action is taken.

- d. Houston Health Science Center: Selection of a President.--
- e. Administrative Organization

## Documentation

1. Pending or Contemplated Litigation - Section 2(e).--
  
2. Land Acquisition and Negotiated Contracts - Section 2(f).--
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3. Personnel Matters - Section 2(g).--
  - a. U. T. Austin: Recommended Termination of Dr. Gunnar Gjerstad.--

On November 7, 1978, President Rogers notified Dr. Gunnar Gjerstad, Associate Professor with tenure in the College of Pharmacy that the administration, in accordance with Section 6.3, et seq., of Chapter III of Part One of the Regents' Rules and Regulations was bringing charges in order to terminate his employment for good cause. Those charges as set forth in Dr. Rogers' letter are as follows:

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"Faculty members have the responsibility to meet minimum standards of performance and accountability as established by the Regents' Rules and Regulations, Part One, Chapter III, Section 8, by the Handbook of Operating Procedures, Section 3.17 and by recognized common practice at institutions of higher education. Your performance, during the period of the past several years and including the current semester, does not meet these minimum standards."

Following a hearing before a Hearing Tribunal convened in accordance with the above cited Rules and Regulations and the applicable provisions of the Handbook of Operating Procedures for U.T. Austin, the Hearing Tribunal made the following findings and recommendations:

"On the basis of the 77 findings of fact set out in this report, and the 17 conclusions on subsidiary matters just set forth, it is the unanimous conclusion of the panel that the evidence presented at the hearing has established, not merely by a preponderance of the evidence but beyond a reasonable doubt, that viewing overall the areas of teaching, scholarship, and other service to the University, the performance of Gunnar Gjerstad, associate professor of pharmacy, does not meet the minimum standards of competence expected of a member of the faculty of an institution of higher education, and that good cause has been shown for termination of his employment.

### "Recommendation

"The panel recommends that the Board of Regents terminate the employment of Gunnar Gjerstad."

The procedures outlined in the Faculty Grievance Procedure, Section 3.18, IV.C.6., provide that both parties may appeal the findings of the panel within ten working days after the panel makes its recommendations. Professor Gjerstad submitted such an appeal on March 7, 1978. The several issues raised by Dr. Gjerstad as the basis of his appeal were fully

developed and considered during the hearing. On the basis of the evidence documented in the hearing transcript President Rogers finds that Dr. Gjerstad's appeal is without merit. President Rogers recommends that the Board of Regents terminate the employment of Dr. Gjerstad for cause as described above, with the termination effective at the end of the day on which action is taken by the Board of Regents.

System Administration, after review of the record of this case, concurs with the recommendation of President Rogers that the employment of Dr. Gunnar Gjerstad, Associate Professor of Pharmacy, be terminated for cause effective at the end of the day on which Regental action is taken.

b. U. T. Austin: Recommended Dismissal of Gunter Richter, Teaching Assistant in Government.--

On December 1, 1977, Dr. William L. Hays, Vice President for Academic Affairs, advised Mr. Gunter Richter that in accordance with Regents' Rules and Regulations, Part One, Chapter III, Section 6.3 and The University of Texas at Austin Handbook of Operating Procedures, Section 8.01, Subsection 9, procedures to terminate his employment for cause were being initiated. The charges as set forth in Dr. Hays' letter to Mr. Richter were as follows:

"You improperly abused your position as Teaching Assistant by offering inducement to students in Government 312L to engage in unethical conduct.

- "1. You offered in conversations on November 2-3, 1977, a course grade of 'A' to Kristine Louise Fitch, a student in Government 312L, in return for Ms. Fitch's writing English papers for another student.
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"The panel finds:

"by unanimous vote, that by a preponderance of the evidence, the administration was (sic) shown that the events described in allegation 1 did take place.

"by a vote of three to two, that, by a preponderance of the evidence, the administration has shown that the events described in allegation 2 did take place. The two dissenting panel members felt that the testimony of Mr. Pevsner served only to corroborate the allegations of Ms. Fitch.

"by unanimous vote, that, allegation number 3 as it stands, was not proven by a preponderance of the evidence. It was shown by a preponderance of the evidence that, during a conversation with Ross Allen Mason on November 9, 1977, Mr. Richter agreed to give Mr. Mason special treatment in return for Mr. Mason's writing English papers for another student.

"The panel unanimously agree that charge 1 constitutes valid grounds for the dismissal of a Teaching Assistant.

"The panel by a majority of its membership feels that charge 2 constitutes valid grounds for the dismissal of a Teaching Assistant.

"The panel unanimously agree that charge 3 as modified constitutes valid grounds for dismissal of a Teaching Assistant.

"The panel unanimously feels that these actions constitute a serious breach of academic ethics."

President Rogers, after careful examination of all pertinent documents on the case including the February 14, 1978, appeal of Mr. Richter's attorney, Mr. William C. Davidson, Jr., recommends the Board of Regents sustain the decision of Vice President Hays to terminate the employment of Gunter Richter for good cause effective immediately.

System Administration has reviewed the records of this case and concurs in the recommendation of President Rogers that the Board of Regents terminate the employment of Mr. Gunter Richter for cause effective immediately.

c. Houston Health Science Center: Recommended Termination of Dr. Susan H. Houston. --

As of June 1, 1973, Dr. Susan H. Houston began her appointment as Associate Professor (with tenure), Graduate School of Biomedical Sciences and Research Linguist, Speech and Hearing Institute of the Houston Health Science Center. During the next year, she enrolled as a Ph. D. candidate in the Clinical Psychology Program at The University of Houston. She enrolled in and completed courses in this program in the 1973-74, 1974-75, 1975-76 and 1976-77 academic years. In February 1977, she requested permission for a half-time appointment effective September 1, 1977 so that she could complete a clinical internship at the Houston V.A. Hospital, a requirement for award of the Ph.D. degree. This was denied by the faculty Appointment, Promotions and Tenure Committee, Dr. Tina Bangs, Director of the Speech and Hearing Institute, and Acting President Blocker. Dr. Houston then requested a one-year leave of absence and this was also denied by the faculty committee, Dr. Bangs and Dr. Blocker, since they agreed that the needs of the developing graduate program in the Speech and Hearing Institute mitigated against the absence of a full-time faculty member. On June 10, 1977, Dr. Houston requested reconsideration of this denial and in a subsequent letter, she asked to meet with the faculty committee. This meeting was held on June 21 and the committee again recommended denial of her request. This recommendation received the concurrence of Drs. Bangs and Blocker. On August 25, 1977, Dr. Blocker wrote Dr. Houston to advise her that she "should not accept the clinical internship at the V.A. Hospital if you desire continued employment in the Speech and Hearing Institute." Dr. Houston did accept the clinical internship.

On October 13, 1977, the faculty of the Speech and Hearing Institute recommended termination of Dr. Houston's employment. Following a meeting with Dr. Blocker, Dr. Houston's counsel, Mr. Larry Watts, advised, in writing, Dr. Blocker that Dr. Houston would continue the internship and not resign her faculty position. On November 3, 1977, Dr. Blocker wrote Dr. Houston informing her of the appointment of a hearing tribunal for the purposes of terminating her employment. The tribunal met on January 11, January 31, and February 11, 1978 to hear the charges and testimony from witnesses, including Dr. Houston.

Specifically, the charges as set forth in Dr. Blocker's letter are as follows:

"1. By accepting appointment to the Clinical Internship at the Veterans Administration Hospital, you have acted in direct disobedience of my instructions to you set forth by letter dated August 25, 1977. My instructions to you at that time were made following a complete review of the merits of your request for a leave of absence as balanced against the needs of the Speech and Hearing Institute for



your full-time services. Your disregard of my instructions to you constitutes insubordination and demonstrates that you place your personal desires above the decisions of the Administration with regard to the needs of The University of Texas Health Science Center, Speech and Hearing Institute.

"2. Your acceptance of the Clinical Internship at the Veterans Administration Hospital after specific denial of a request for approval of such employment constitutes a violation of Section 13.9 of Chapter III of Part One of the Regents' Rules and Regulations of The University of Texas System.

"3. Since accepting the Clinical Internship at the Veterans Administration Hospital you have failed to meet your commitment and responsibilities as a full-time tenured faculty member of the Speech and Hearing Institute. You have not maintained regular office hours in order to be available for consultation with students nor have you met your responsibility to meet with the faculty of the Speech and Hearing Institute or the duly constituted faculty Committees thereof.

"I consider each of the above charges to be independent cause for termination of your employment as a tenured member of the faculty."

Following a hearing before a Hearing Tribunal convened in accordance with the above cited Rules and Regulations of the Board of Regents, the Hearing Tribunal made the following findings and recommendations:

"Findings. Based upon the evidence presented by both representatives of The University and by Dr. Houston, the panel finds unanimously that Dr. Houston did indeed act in direct disobedience of instructions set forth to her by letter from President Blocker dated August 25, 1977. The evidence presented clearly indicates that Dr. Houston first made a request for part-time employment while she served a full-time internship at the Veterans Administration Hospital. This was denied by a faculty committee. Subsequent to that she made a request for leave of absence and this too was denied. She then appealed to President Blocker, who asked that the committee be reconvened and that they reconsider the matter. The committee was reconvened and Dr. Houston appeared before it. Once again the request was denied.

"Nowhere in the record was there any written evidence presented that Dr. Houston had a commitment from her superior to undertake an internship although at the time her Ph.D. program was originally planned it might have been discussed. The testimony from the parties involved is conflicting on this point. But regardless of any informal, oral conversations with her superior about such an internship, the Committee feels that Dr. Susan Houston placed unreasonable and unwarranted reliance on any statements that were made or any approval that was implied without receiving written approval from the individuals who have authority to grant part-time employment or leave of absence (i.e., the President of the Health Science Center at Houston and the Board of Regents of The University of Texas). Dr. Susan Houston's counsel indicated that he could produce a witness who would state under oath that such a commitment had been made, but that witness, Dr. Shalom Vineberg, never appeared.

"The panel further finds that the denial of Dr. Houston's request on the grounds that she needed to take the internship beginning on September 1, 1977, is not a valid excuse for what constitutes insubordination. Furthermore, the statement by her faculty committee that her full-time services were required at the Speech and Hearing Institute constituted sufficient grounds for denial of her request to proceed on that date. In

John Jenkins called from New York

The Gutenberg Bible was sold for 2 million, 200 thousand to a dealer from England.

Mr. Jenkins bid 1 million 800 thousand. Warren Howell out bid him.

Martin Breslauer out bid him. (London + W. Germany)

Only three large bids.

The only reason a dealer would bid is for resale at higher price or bid for someone who will pay 200,000 more .

In the event you need to call him, please call A.C. 212 581-1000

Ext 37 thru 39

Have the Hotel page him at the Booksfair at the hotel if there is no answer there.

4/7 1:00 Doreen Tipple



the report of the Appointments, Promotions, and Tenure Committee dated April 25, 1977, it was the consensus of the committee that at that time it was crucial in the planning, organization, and development of the research and service program and the graduate program as well for her to be on full-time duties. The Hearing Panel interprets this to mean that the denial was based upon current needs and not unequivocal denial for the future."

"Findings: The Hearing Panel finds unanimously that Dr. Houston's acceptance of full-time outside employment, namely, a 40-hour week clinical psychology internship at the Veterans Administration Hospital without administrative approval, constitutes a direct violation of Section 13.9 of Chapter III of Part One of the Regents' Rules and Regulations."

"Findings: The Hearing Panel finds that the preponderance of the evidence presented by the Administration and fellow faculty members of Dr. Houston does not enable this panel to agree that she did not fulfill her commitment as a full-time faculty member of the Speech and Hearing Institute with regard to being available for consultation with students or meeting with the faculty or committees thereof. The administrative and academic structure of the Speech and Hearing Institute would appear to have been so loose as to make it virtually impossible to sort out lines of authority and responsibility. It would appear that even duly constituted committees would meet at times irregularly and not necessarily on a regularly scheduled basis. Furthermore, no evidence was ever presented that Dr. Houston missed a single class for which she was responsible. She states, and it was never refuted, that although she did not have regular office hours posted on her door that her students knew she was available on call and that she met with them as required. No evidence was presented to the contrary.

"As a consequence of the foregoing, the panel does not find that Dr. Houston was derelict in her duties, as stated in Charge 3.

#### "SUMMARY

"Three separate and distinct charges were brought against Dr. Houston by President Blocker. The Hearing Panel finds the preponderance of evidence to be in favor of The University in respect to Charges 1 and 2 but is not prepared to find Dr. Houston guilty with respect to Charge 3. However, in view of the fact that her action constituted direct disobedience of the instructions set forth in writing by President Blocker and also constitutes a violation of the Regents' Rules and Regulations, the Hearing Panel finds her guilty of insubordination and unanimously agrees that this is sufficient cause for termination of her appointment as a tenured member of this faculty. The Hearing Panel further recommends to the Board of Regents that Dr. Susan Houston's tenured appointment as a member of this faculty be terminated by the Board."

Acting President Blocker and System Administration concur with the recommendation of the Hearing Tribunal that Dr. Houston's employment (with tenure) at the Houston Health Science Center be terminated effective at the end of the day on which Regental action is taken.

- d. Houston Health Science Center: Selection of a President.
- e. Administrative Organization

*Passed  
over*

COMMITTEE OF THE WHOLE  
EXECUTIVE SESSION

SUPPLEMENTAL MATERIAL

April 7, 1978

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Documentation

1. ...
2. ...
  - a. (not received in time to prepare)

- b. Report of Special Committee on Brackenridge Tract Relating to Exchange of Leases with LCRA. --President Walker submitted the following for consideration by the Special Committee on Brackenridge Tract and if approved for discussion by the Executive Session of the Committee of the Whole:

#### BACKGROUND INFORMATION

In late 1975 negotiations with LCRA were conducted for an exchange of leases involving a building site for LCRA on University property next to their existing building and The University of Texas Underwater Sound Laboratory on the lake at Mansfield Dam on property owned by LCRA. Appraisals were obtained on the subject properties and attempts were made to negotiate an exchange of leases. A final negotiation was not consummated because the LCRA was unable to obtain a written opinion from the City Attorney that the LCRA could build an office building on the property which they wished to lease from The University.

In the fall of 1977, Mr. Charles Herring, General Manager of LCRA, advised The University that LCRA would like to consider another building site on University owned land. System Administration met with Mr. Herring to determine the property in which LCRA had an interest. It was determined that the LCRA had interest in a tract of approximately 3 1/3 acres immediately across the street from their present building. The property is between Lake Austin Boulevard and the Municipal Golf Course, now under lease to the City of Austin.

Subsequently, updated appraisals were obtained on the 3 1/3 acres of land on the Brackenridge Tract property and also the 49.5 acres of LCRA property at the Mansfield Dam. It had been determined during preliminary negotiations that the exchange of leases should be on a dollar per dollar value. There also exists a transmission line on the Brackenridge property across the lake on which no easement now exists. System Administration indicated to Mr. Herring that any agreement for exchange of leases should carry a provision that the LCRA would relocate the existing transmission line upon the request of The University. Mr. Herring agreed, and has indicated that the LCRA contract with the City of Austin calls for any removal expenses to be borne by the City of Austin.

The updated appraisal of the 3.33 acres of land on the Brackenridge Tract indicated that the value is approximately \$326,000. The updated appraisal of the 49.5 acres of LCRA property near Mansfield Dam indicates a value of approximately \$322,000.

The University of Texas has for many years operated an Underwater Sound Laboratory at Mansfield Dam without an easement from LCRA. It is to the advantage of The University to obtain a long-term lease on the approximately 49.5 acres of land from the LCRA to continue the Underwater Sound Research Laboratory projects.

#### OPINION OF SYSTEM ADMINISTRATION

It is the opinion of System Administration that the remaining Brackenridge Tract property including the golf course, and Boat Town would not be impaired by a lease of the 3.33 acres to provide a building site for a permanent office building for LCRA. There would be no intervening property owners, and access to Enfield Road, Lake Austin Boulevard, golf course, and other Brackenridge Tract property would not be impaired by granting subject lease to LCRA.

#### RECOMMENDATION

System Administration recommends that:

1. An exchange of leases be negotiated with LCRA and that each of the leases be for a period of 50 years.
2. The Board of Regents approve the concept of the exchange of leases, and authorize System Administration to continue final negotiations, and report the final lease arrangements to the Board of Regents for their approval.

3. ...

4. Progress Report on Status of the Red River Street Project. --  
Below is a report for information of the Board of Regents on the status of the Red River Street Project. This is not an agenda item and no action is required:

At the December 15, 1977 meeting of the Board, an oral report was given on the background and the status to date pertaining to the acquisitions and the procedure to be followed to do everything necessary to complete the project. The Board approved the actions to date and authorized the General Counsel to do anything and everything necessary to complete the project.

Developments since the December 15, 1977 meeting of the Board are as follows:

1. The Rainey lawsuit to restrain the University from using condemnation powers for acquisition of City street right-of-way was heard and argued before the Civil Court of Appeals on February 22, 1978. As of this date, the Court of Civil Appeals has not rendered their opinion.
2. Mr. Landrum has discussed with Mr. Homer Reed, Deputy City Manager, on more than one occasion the possibility of the City joining The University in the condemnation suit for right-of-way in the event The University should lose the appeal now before the Civil Court of Appeals. Mr. Reed indicated that when that possibility is a reality, he felt sure the City would do whatever was necessary. Mr. Walker has also discussed with City Manager Dan Davidson and secured his assurance that he would use his influence to do whatever was necessary to get the project completed. Whereupon, Mr. Walker told City Manager Davidson that with the assurance he had received, The University would give an unrestricted Deed to the 80 foot right-of-way, as called for in the existing agreement.
3. The City of Austin took bids on February 28, 1978 for utilities extensions, and the street improvements from 32nd Street to 38 1/2 Street on Red River.

4. The City Council, on March 23, 1978, had a hearing on the Red River Street contract award. Some 20 to 25 residents appeared and asked the City Council not to award the contract. The City Council postponed action until March 30, 1978.
5. On March 29, 1978, the Deed from The University to the City of Austin conveying the right-of-way between 32nd and 38th Streets was forwarded to the Chairman of the Board for signature.
6. On the afternoon of March 30, 1978, Deputy City Manager Homer Reed called Graves W. Landrum and reported that the City Council did not authorize the award of contract, and asked that negotiations be reopened with The University regarding an amendment to the contract that was executed on December 13, 1973. Mr. Reed reported that he was not sure if the Council wished to have a committee of the Council to meet with a committee of the Board of Regents, or if the matter was to be handled at the administrative level.
7. Vice President and General Counsel Fitzpatrick has analyzed the Red River Street Agreement, as well as the Brackenridge Tract (Golf Course Agreement), and feels that a contractual obligation exists on the City of Austin to complete the project as described in the agreement when The University furnishes the right-of-way as called for in the agreement.



Report of the Special Punta Gorda Ad-Hoc Committee to  
the Board of Regents of The University of Texas System -  
April 6, 1978

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RE: Status of Punta Gorda Isles, Inc. Note Agreement  
Rearrangement.

At its December 16, 1977 meeting, the Board of Regents approved certain System Administration recommendations (with express Special Committee approval) with respect to rearrangement of the Punta Gorda Isles, Inc. note agreement in order to settle the dispute between the parties.

On December 16, the System General Counsel advised Texas Counsel for Punta Gorda (Mr. Morris Atlas) that the Board of Regents would agree to the rearrangement upon the basis approved by the Board, subject to final approval of details, documentation, etc., by both parties.

Mr. Atlas advised on December 20th that Punta Gorda Isles, Inc. has agreed to our proposal.

On December 21, in accordance with the December 16 Board action, the Houston law firm of Fulbright & Jaworski was engaged to handle documentation and other aspects of the transaction, and was authorized to employ Florida counsel in such connection.

Details of the transaction have been negotiated with Punta Gorda by System Administration and your Ad-Hoc Committee, and documentation finalized.

If the Board of Regents of The University of Texas System, acting in that capacity, and in the capacity of Trustees of the University Cancer Foundation, approves the transaction as negotiated and documented, the transaction will be closed on April 10, 1978.

A synopsis of the rearrangement transaction as so negotiated and documented is as follows:

1. PGI will execute a new note, dated April 10, 1978, in the principal amount of \$16,340,575.44, with an interest rate of nine percent (9%), running from date of the note until maturity. The principal amount stated equals the original principal amount of \$13,500,257.52, plus capitalized interest of \$2,840,317.92.

2. On the date of closing, PGI will pay the System an amount determined by multiplying \$1,300,000 (the amount due on June 20, 1978 under the existing arrangement) by a fraction, the numerator of which is the number of days expiring from June 20, 1977, and the denominator of which is 360. This payment has been calculated to be \$1,061,666.67.

3. On the anniversary date of the closing in 1979, 1980 and 1981, interest payments will be made by PGI to the System.

4. On the anniversary date of closing in the years 1982/1996, equal, annual installments of principal and interest will be paid by PGI, to be applied first to interest and the balance to principal.

5. The schedule of payments would be as set forth in the attached memorandum from Tom Smith dated March 29, 1978.

6. PGI may sell tracts of 500 acres of land, or more, and receive partial releases of liens as to such tracts, provided that the System received from PGI a principal payment in an amount which will be the greater of (a) \$350.00 per acre of the released tract, or (b) the gross selling price of such tract, less reasonable closing costs, sales expenses and commissions (the aggregate of which may not exceed 25% of the gross price) for such tract. In addition, at the time of such principal payment, PGI will pay all interest accrued and unpaid on that portion of the principal.

The original transaction contemplated development for residential purposes, but conditions prevailed which eroded support for a forecast of immediate or near-term development of the mortgaged property for such purposes. Credit available to mortgagor under the terms of a revolving credit agreement with a Chicago bank has been restricted to uses other than development of the mortgaged property or mortgage payments on same. The issuance of improvement bonds involved in residential development became doubtful. These matters were brought to the attention of System Administration and your Ad-Hoc Committee, and have been considered by them.

In addition, a serious dispute arose as to the proper meaning of the release clause in the original transaction. This dispute is involved in the current litigation pending in Florida between the parties. Other

points are at issue in such lawsuit, which in counsel's opinion are probably not of material significance. However, while the ultimate outcome of the pending litigation, or any foreclosure proceeding, cannot be determined at this time, it is counsel's opinion that the court's final determination of the proper interpretation of the release clause could have a serious impact on the security interest of the Board of Regents and Board of Trustees. Moreover, any such litigation could take as long as four years to conclude.

It should be noted, as well, that under the original transaction, the land only stands for the debt. There is no personal liability resting on Punta Gorda Isles, Inc. Moreover, the only suggestions made by third parties for sale of the Board's interest (no firm offers have been made) have been significantly below the proceeds which can result from the proposed rearrangement.

Accordingly, System Administration and your Ad-Hoc Committee asks the Board, in the capacity indicated above, to consider the foregoing, as well as other matters about which they care to inquire.

If the Board determines that the proposed rearrangement, as negotiated and reflected by the documents attached hereto, is the best way to realize the maximum proceeds from the sale of the Endowment Land over the term of those Bonds heretofore issued to which such land is pledged, and otherwise is in the best interests of the holders of such Bonds and The University of Texas System, then it is recommended that the Board of Regents, in each indicated capacity, approve the rearrangement and the enclosed documents effective April 10, 1978, and authorize the execution of such documents and other documents necessary to effectuate and close the subject transaction, by the Chairman of each of said Boards (or, by any other member of said Boards in case of the Chairman's absence or unavailability), subject to approval as to content by the President of the System, and approval as to form by the General Counsel of the System, and further subject to approval of the closing transaction and documents by the General Counsel.

Special Punta Gorda Ad-Hoc Committee

\_\_\_\_\_  
Edward Clark, Chairman

\_\_\_\_\_  
Allan Shivers

\_\_\_\_\_  
James E. Bauerle



THE UNIVERSITY OF TEXAS SYSTEM

Office of Investments, Trusts and Lands

210 WEST SIXTH, AUSTIN, TEXAS 78701

512/471-5781

March 29, 1978

MEMORANDUM

To: Mr. Tom Stockton

From: Tom E. Smith

Re: Punta Gorda Note & Mortgage Rearrangement

Pursuant to your request, I have prepared the following schedule of principal and interest payments which would be due under the terms of the proposed rearrangement.

Original Principal	\$13,500,257.52
Accrued Interest through April 10, 1978	3,901,984.59
Total Debt at April 10, 1978	17,402,242.11

Payment on April 10, 1978 (\$1,300,000 x 294/360) 1,061,666.67

Principal Balance of New Note Dated April 10, 1978	16,340,575.44
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<u>Due April 10</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance After Payment</u>
1979	\$1,470,651.79	\$1,470,651.79		\$16,340,575.44
1980	1,470,651.79	1,470,651.79		16,340,575.44
1981	1,470,651.79	1,470,651.79		16,340,575.44
1982	2,027,195.45	1,470,651.79	\$556,543.66	15,784,031.78
1983	2,027,195.45	1,420,562.86	606,632.59	15,177,399.19
1984	2,027,195.45	1,365,965.93	661,299.52	14,516,099.67
1985	2,027,195.45	1,306,448.97	720,746.48	13,795,353.19
1986	2,027,195.45	1,241,581.79	785,613.66	13,009,739.53
1987	2,027,195.45	1,170,876.56	856,318.89	12,153,420.64
1988	2,027,195.45	1,093,807.86	933,387.59	11,220,033.05
1989	2,027,195.45	1,009,802.97	1,017,392.48	10,202,640.57
1990	2,027,195.45	918,237.65	1,108,957.80	9,093,682.77
1991	2,027,195.45	818,431.45	1,208,764.00	7,884,918.77
1992	2,027,195.45	709,642.69	1,317,552.76	6,567,366.01
1993	2,027,195.45	591,062.94	1,436,132.51	5,131,233.50
1994	2,027,195.45	461,811.02	1,565,384.43	3,565,849.07
1995	2,027,195.45	320,926.42	1,706,269.03	1,859,580.04
1996	2,026,942.24	167,362.20	1,859,580.04	

The University of Texas at Arlington  
 The University of Texas at Austin  
 The University of Texas at Dallas  
 The University of Texas at El Paso  
 The University of Texas of the Permian Basin  
 The University of Texas at San Antonio

The University of Texas Health Science Center at Dallas  
 The University of Texas Medical Branch at Galveston  
 The University of Texas Health Science Center at Houston  
 The University of Texas Health Science Center at San Antonio  
 The University of Texas System Cancer Center  
 The University of Texas Health Center at Tyler

Memorandum  
Mr. Tom Stockton  
March 29, 1978  
Page Two

Please advise if I may provide any additional information.

dj

Xc: Mr. W. L. Lobb

## **Meeting of the Board**

(continued)  
AGENDA FOR MEETING  
of  
BOARD OF REGENTS  
of  
THE UNIVERSITY OF TEXAS SYSTEM

Date: April 7, 1978

Time: Following the Executive Session of the Committee of the Whole

Place: Caduceus Room  
6th Floor, Administration Building  
Galveston Medical Branch

A. - F. ...

G. RECONVENE

H. REPORTS OF STANDING COMMITTEES

1. System Administration Committee  
by Committee Chairman Williams
2. Academic and Developmental Affairs Committee  
by Committee Chairman Sterling
3. Buildings and Grounds Committee  
by Committee Chairman Bauerle
4. Health Affairs Committee  
by Committee Chairman Law
5. Land and Investment Committee  
by Committee Chairman Clark

I. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS  
by Vice-Chairman Williams

J. REPORT OF THE COMMITTEE OF THE WHOLE - OPEN SESSION  
by Chairman Shivers

K. CONSIDERATION OF THE ITEMS REFERRED TO EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE.--The Board of Regents will discuss in Executive Session of the Committee of the Whole pursuant to V.T.C.S., Article 6252-17, Sections 2(e), (f) and (g) the items listed below:

1. Pending or Contemplated Litigation - Section 2(e)
2. Land Acquisition and Negotiated Contracts - Section 2(f)
  - a. Report and Recommendation of Committee to Renegotiate Real Estate Note with Punta Gorda Isles, Inc.
  - ➔ b. Report of Special Committee on Brackenridge Tract Relating to Exchange of Leases with LCRA
3. Personnel Matters - Section 2(g)
  - a. Proposed Termination of Faculty and/or Staff Members at U. T. Austin and Houston Health Science Center
  - b. Houston Health Science Center: Selection of a President
  - c. Administrative Organization

L. REPORTS OF SPECIAL COMMITTEES

1. Report and Recommendation of Committee to  
Renegotiate Real Estate Note with Punta  
Gorda Isles, Inc.



2. Report of Special Committee on Brackenridge  
Tract Relating to Exchange of Leases with LCRA

M. ADJOURNMENT