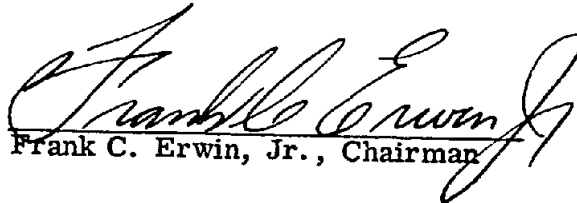


We, the undersigned members of the Board of Regents of The University of Texas System, hereby ratify and approve all actions taken at this meeting to be reflected in the Minutes.

Signed this the 31st day of October, 1969, A. D.


Frank C. Erwin, Jr., Chairman

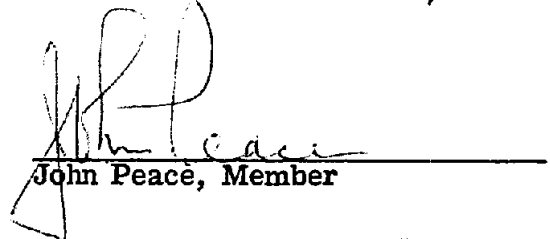

Jack S. Josey, Vice-Chairman


W. H. Bauer, Member

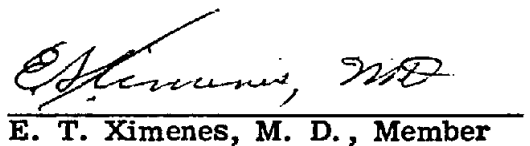

Jenkins Garrett, Member

Frank N. Ikard, Member


Joe M. Kilgore, Member


John Peace, Member

Dan C. Williams, Member


E. T. Ximenes, M. D., Member

Meeting No. 673

THE MINUTES OF THE BOARD OF REGENTS
OF
THE UNIVERSITY OF TEXAS SYSTEM

October 31, 1969

Dallas, Texas

MEETING NO. 673

FRIDAY, OCTOBER 31, 1969. --Following the meeting of the Standing Committees and the Committee of the Whole, the Board of Regents of The University of Texas System assembled in regular session in the Student Lounge, the Skillern Student Union Building, The University of Texas (Southwestern) Medical School at Dallas, Dallas, Texas, at 3:30 p.m. on Friday, October 31, 1969, with the following in attendance:

ATTENDANCE. --

Present
 Chairman Erwin, Presiding
 Vice-Chairman Josey
 Regent Bauer
 Regent Garrett
 Regent Kilgore
 Regent Peace
 Regent Ximenes

Absent*
 Regent Ikard
 Regent Williams

Chancellor Ransom
 Deputy Chancellor LeMaistre
 Secretary Thedford

Chairman Erwin called the meeting to order and Regent Bauer offered the invocation.

RECOGNITION OF STUDENT REPRESENTATIVES. --During the meeting, the following student representatives were recognized:

The University of Texas at Austin

1. Miss Karen Elliott, Managing Editor, The Daily Texan
2. Mr. Joe Krier, President, Students' Association

The University of Texas at Arlington

3. Mr. Bill Saunders, President, Student Congress
4. Mr. Glenn Day, Assistant to the President, Student Congress

The University of Texas (Southwestern) Medical School at Dallas

5. Mr. Michael Shasby, President, Freshman Class
6. Mr. James Waltner, President, Sophomore Class
7. Mr. Jack McCubbin, President, Junior Class
8. Mr. Charles Gottlich, President, Senior Class
9. Mr. Greg Jenkins, President of the Student American Medical Association

APPROVAL OF MINUTES, SEPTEMBER 12, 1969. --The minutes of the meeting of the Board of Regents of The University of Texas System held in Dallas on September 12, 1969, were approved without objection in the form distributed by the Secretary and recorded in Volume XVII, beginning with Page 1.

*Regents Ikard and Williams were excused from the meeting on account of important business.

REPORT OF STANDING COMMITTEES

REPORT OF EXECUTIVE COMMITTEE (Pages 2-19). --The following report of interim actions taken by the Executive Committee was approved without objection as presented by Committee Chairman Bauer, and the following interim actions were ratified:

1. U. T. Austin: Minutes of the Meetings of the Board of Directors of Texas Student Publications, Inc. (1-M-69). -- Upon recommendation of the Administration, the minutes of the meetings of the Board of Directors of Texas Student Publications, Inc., of The University of Texas at Austin held on August 7, 1969 and August 14, 1969, were reviewed and approved.
2. U. T. Austin: Lease from Jesse E. Hendricks of Space at 1803-05 Rosewood, Austin, Texas, for Legal Aid Clinic (2-M-69). -- Upon the Administration's recommendation, approval was given to lease from Jesse E. Hendricks approximately 1200 square feet of space at 1803-05 Rosewood, Austin, Texas, at a monthly rental of \$75.00 with a renewable option available on a yearly basis. This space is to be used for the Legal Aid Clinic of the School of Law at The University of Texas at Austin, and the rental is to be paid from non-State appropriated funds.
3. Galveston Medical Branch: Leases with The Sealy and Smith Foundation in the Sealy and Smith Professional Building (Renewal for Children and Youth Project and Amendment to Lease for Use of The Marine Biomedical Institute) (3-M-69). -- Approval was given to renew the lease with The Sealy and Smith Foundation for space in the Sealy and Smith Professional Building for 2,460 square feet (Suite 526) at an annual rental of \$9,240 for use by the Children and Youth Project 648 at The University of Texas Medical Branch at Galveston. The rental will be paid from Federal grant funds, C. & Y. Project Grant Funds - Account No. 4-14246-648820-41.

Approval was also given to amend the existing lease (Board of Control No. UMED-772L) with The Sealy and Smith Foundation to include an additional 659 square feet of office space on the eight floor to supplement the 770 square feet previously approved by the Board at the September 20, 1968, meeting for use of The Marine Biomedical Institute. Rental for the additional space is at the same rate, and will amount to \$2,767.80 annually (35¢ per square foot monthly) payable from general budget funds.

4. U. T. Austin: Minutes of the Meeting of the Board of Directors of the Texas Union (4-M-69). -- Upon recommendation of the Administration, the minutes of the meeting of the Board of Directors of the Texas Union of The University of Texas at Austin held on September 11, 1969, were reviewed and approved.

5. U. T. Austin, U. T. Arlington: Approval of Appointments to Advisory Councils (5-M-69). -- Upon recommendation of the Administration, approval was given to the appointments to advisory councils at The University of Texas at Austin and The University of Texas at Arlington as listed below:

a. The University of Texas at Austin

(1) School of Communication Foundation Advisory Council

Mr. Richard Salant, President, CBS News
 Mr. Richard C. Block, Vice-President in Charge of Broadcasting Enterprises, Kaiser Industries
 The Honorable Nicholas Johnson, Federal Communications Commission
 Mr. Leroy Jeffers, 674 Piney Point, Houston, Texas

(2) Pharmaceutical Foundation Advisory Council

(a) Reappointment for a second term:

Mr. Russell L. Seitz, San Angelo
 Mr. Leslie H. Muenzler, Victoria
 Mr. Ralph L. Good, Tyler
 Mr. Billy J. Hogg, Gilmer
 Mr. Wayne Gound, Ft. Worth

(b) Appointment for an initial term:

Mrs. Irma Marusich, El Paso

b. The University of Texas at Arlington Foundation Advisory Council

Mr. Richard Lanier Thomas, Vice-President of Ling-Temco Vought, Inc.

6. System Administration, U. T. Austin, U. T. El Paso, U. T. Arlington, Dallas Medical School, Galveston Medical Branch, M. D. Anderson: Amendments to the 1969-70 Budgets (1-B-69). -- The following amendments to the 1969-70 budgets of System Administration, The University of Texas at Austin, The University of Texas at El Paso, The University of Texas at Arlington, The University of Texas (Southwestern) Medical School at Dallas, The University of Texas Medical Branch at Galveston, and The University of Texas M. D. Anderson and Tumor Institute at Houston were approved (Pages 3-19):

Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

(All rates set out below are full time rates: salary rate indicates a 12 months' full time rate and academic rate indicates a 9 months' full time rate.)

System Administration

Transfer of Funds

Amount of Transfer - \$25,000

To: System Administration Unallocated Account

From: Available University Fund Unappropriated Balance

This transfer is for the purpose of providing funds to finance secretarial positions, clerical assistants, and other operating expenses (not included in the original budget) in conjunction with the reorganization of the System Administration activities.

The University of Texas at Austin

| <u>Explanation</u> | <u>No. Mos.</u> | <u>Base 1968-69 Rate</u> | <u>Original 1969-70 Budget Rate</u> | <u>Recommended 1969-70 Rate Sept. 1, 1969</u> |
|---|---------------------|----------------------------------|---|---|
| <u>GENERAL BUDGET FUNDS:</u> | | | | |
| <u>Astronomy</u> | | | | |
| Special Research Associate Johnnie E. Floyd Source of Funds: McDonald Observatory Revolving Fund | 12 | \$17,700 | \$ --- | \$ 19,500 |
| Research Engineer Associate II James F. Grobar Source of Funds: McDonald Observatory Revolving Fund | 12 | 9,240 | --- | 10,440 |
| <u>Home Economics</u> | | | | |
| Instructor Barbara L. Taylor | 9 | 8,000 | --- | 9,000 |
| <u>Music</u> | | | | |
| Assistant Instructor Rita G. Pisk | 9 | 7,000 | --- | 8,000 |
| Assistant Instructor Jane W. Gibbs | 9 | 7,000 | --- | 8,000 |
| <u>School of Law</u> | | | | |
| Instructor Barbara A. Kazan | 9 | 9,000 | --- | 10,000 |
| <u>Library</u> | | | | |
| Senior Library Assistant Diana J. Pany | 12 | 5,028 | 5,784 | 7,104 |
| <u>Cell Research Institute</u> | | | | |
| Research Scientist Associate I R. Jorge Ramirez-Mitchell Source of Funds: Electron Microscope Revolving Fund | 12 | 7,440 | --- | 9,240 |
| <u>Extension Teaching and Field Service Bureau</u> | | | | |
| Assistant Instructor Jerry D. Baird | 12 | 7,200 | --- | 8,200 |
| <u>Visual Instruction Bureau</u> | | | | |
| Artist II Richard G. Smith Source of Funds: Film Rental Revolving Fund | 12 | 4,584 | --- | 5,784 |

The University of Texas at Austin (continued)

| Explanation | No. Mos. | Base 1968-69 Rate | Original 1969-70 Budget Rate | Recommended 1969-70 Rate Sept. 1, 1969 |
|---|-------------|-------------------------|------------------------------------|--|
| <u>GOVERNMENT CONTRACT FUNDS:</u> | | | | |
| <u>Astronomy</u> | | | | |
| Special Research Associate Laurence M. Trafton | 12 | \$15,900 | --- | \$ 17,700 |
| Research Scientist Associate V Frank A. Bozyan | 12 | 13,800 | --- | 15,000 |
| Research Scientist Associate IV Geoffrey W. Torrence | 12 | 10,440 | --- | 12,000 |
| Edwin S. Barker | 12 | 11,400 | --- | 12,600 |
| Research Scientist Associate II Antoinette deVaucouleurs | 12 | 8,520 | --- | 9,600 |
| Research Scientist Associate V Gerard F. Moseley | 12 | 12,000 | --- | 13,200 |
| Research Engineer Associate V Dino R. Parenti | 12 | 12,000 | --- | 13,800 |
| <u>Botany</u> | | | | |
| Research Scientist Associate II J. Rao Nulu | 12 | 8,520 | --- | 9,600 |
| <u>Home Economics</u> | | | | |
| Research Scientist Associate I Carolyn S. Allford | 12 | 7,800 | --- | 8,880 |
| <u>Zoology</u> | | | | |
| Research Scientist Associate IV Jill L. Brune | 12 | 9,600 | --- | 11,400 |
| <u>Applied Research Laboratories</u> | | | | |
| Special Research Associate Frederick L. Beckner | 12 | 16,800 | 18,600 | 19,500 |
| Research Scientist Associate IV Tommy G. Goldsberry | 12 | 12,600 | 13,200 | 13,800 |
| Research Engineer Associate III Wiley S. Olsen | 12 | 10,920 | 11,400 | 12,000 |
| <u>Cell Research Institute</u> | | | | |
| Research Scientist Associate III Thomas P. Leffingwell | 12 | 9,600 | --- | 10,920 |
| <u>Center for Highway Research</u> | | | | |
| Administrative Assistant Rayburn L. Berwick | 12 | 7,440 | --- | 8,520 |
| Editor III Arthur W. Frakes, Jr. | 12 | 9,240 | --- | 10,440 |
| Computer Programmer II Francis L. Endres | 12 | 8,880 | --- | 10,020 |
| Research Engineer Associate IV Roger S. Walker | 12 | 12,000 | --- | 13,200 |
| <u>Center for Plasma Physics and Thermonuclear Research, and Bureau of Engineering Research</u> | | | | |
| Research Scientist Anthony E. Robson | 12 | 24,000 | --- | 26,500 |

The University of Texas at Austin (continued)

| <u>Explanation</u> | <u>No. Mos.</u> | <u>Base 1968-69 Rate</u> | <u>Original 1969-70 Budget Rate</u> | <u>Recommended 1969-70 Rate Sept. 1, 1969</u> |
|--|---------------------|----------------------------------|---|---|
| <u>GOVERNMENT CONTRACT FUNDS (Continued)</u> | | | | |
| <u>Research and Development Center for Teacher Education</u> | | | | |
| Assistant Director Hilton R. Pankratz | 12 | \$14,000 | \$ --- | \$ 15,350 |
| Social Science Research Associate V Cheri L. Lewis | 12 | 10,020 | --- | 11,400 |
| Social Science Research Associate V Owen R. Pratz | 12 | 10,020 | --- | 12,000 |
| <u>Special Education Instructional Materials Center</u> | | | | |
| Field Director (Faculty) Margaret H. Booker | 12 | 14,200 | --- | 15,200 |
| <u>AUXILIARY ENTERPRISES FUNDS:</u> | | | | |
| <u>Student Health Center</u> | | | | |
| Physician, General Medicine Joseph P. Quander, Jr. | 12 | 17,000 | 17,000 | 18,000 |
| <u>University of Texas Press</u> | | | | |
| Artist II Margaret B. R. Lynn | 12 | 4,584 | 5,028 | 5,784 |

TRANSFER OF FUNDS:

Special Services Division
Amount of Transfer - \$30,000
To: Special Services - Salaries
From: Available University Fund Unappropriated Balance

This transfer is for the purpose of funding the reappointments of an Assistant Director of Security (George E. Williamson), a Special Research Associate (George R. Blich), and secretarial assistance.

Texas Union
Amount of Transfer - \$34,100
To: Texas Union - Remodeling of Dining Facilities (\$17,500)
Texas Union - Other Expenses - Furniture and Equipment (\$16,600)
From: Reserve for Major Repairs, Remodeling, Replacement, and Operation
(Unappropriated Balance - Texas Union)

This transfer will provide funds for repainting the dining area, remodeling the service line, installing a snack bar, and equipment including chairs, booths, etc.

The University of Texas at Austin(continued)

| Explanation | No. Mos. | Base 1968-69 Rate | Original 1969-70 Budget Rate | Recommended 1969-70 Rate Sept. 1, 1969 |
|---|----------|-------------------|------------------------------|--|
| <u>TRANSFER OF FUNDS: (Continued)</u> | | | | |
| Bureau of Economic Geology | | | | |
| Amount of Transfer - \$51,726 | | | | |
| To: Bureau of Economic Geology - | | | | |
| Salaries | | \$13,150 | | |
| Assistants | | 7,500 | | |
| Maintenance, Operation, and Equipment | | 17,000 | | |
| Travel | | 2,000 | | |
| Special Equipment | | 12,076 | | |
| | | <u>\$51,726</u> | | |
| From: U. T. Austin Unappropriated Balance - General Funds | | | | |

This transfer will bring the 1969-70 budget for the Bureau of Economic Geology to \$384,000, which is the amount in the 1970 line item appropriation under Special Items for this Bureau in House Bill No. 2, Sixty-first Legislature, Second Called Session. (The original Bureau of Economic Geology budget was \$332,274.)

Zoology

| | | | | |
|---------------------------------|----|----------|---------------------------------|-----------------------|
| Research Scientist Associate I | | | | |
| Margaret T. Denell | 12 | \$ 7,104 | \$ --- | \$ 8,880 |
| Source of Funds: USPHS Contract | | | | |
| | | | <u>Recommended 1969-70 Rate</u> | <u>Effective Date</u> |
| <u>Radio-Television-Film</u> | | | | |
| Professor and Chairman | | | | |
| Stanley T. Donner | 9 | \$23,000 | | |
| 1969-70 Original Budget Rate | | (23,000) | \$24,000 | 10-1-69 |
| Assistant Instructor | | | | |
| Richard I. Kooris | 9 | 7,000 | | |
| 1969-70 Original Budget Rate | | (8,000) | 9,000 | 10-1-69 |

The University of Texas at El Paso

| Academic Salary Rate Increases | Base 1968-69 Rate | Original 1969-70 Budget Rate | Recommended 1969-70 Rate Sept. 1, 1969 |
|--------------------------------|-------------------|------------------------------|--|
| <u>ACCOUNTING</u> | | | |
| 1. Associate Professor | | | |
| Gerald R. Bovard | \$ 10,200 | \$ 11,000 | \$ 11,600 |
| 2. Assistant Professor | | | |
| Florence B. Buckner | 9,500 | 10,100 | 10,600 |
| 3. Wilfred F. Rylander | 11,000 | 13,000 | 13,300 |
| 4. Edward J. Sanders | 9,800 | 10,700 | 10,900 |
| <u>BUSINESS</u> | | | |
| 5. Professor | | | |
| Allen A. Baylor | 13,000 | 13,600 | 14,600 |
| 6. Lola B. Dawkins | 12,000 | 12,600 | 13,900 |
| 7. Wade J. Hartrick | 11,500 | 12,000 | 13,000 |
| 8. Jesse F. Pickrell | 16,000 | 17,000 | 17,500 |
| 9. Associate Professor | | | |
| Lawrence P. Blanchard | 11,500 | 12,300 | 12,800 |
| 10. Everett G. Dillman | 14,000 | 15,000 | 15,400 |

10-31-69

OCT 31 '69

442

The University of Texas at El Paso (continued)

| Item No. | | Base 1968-69 Rate | Original 1969-70 Budget Rate | Recommended 1969-70 Rate Sept. 1, 1969 |
|----------|--|-------------------------|------------------------------------|--|
| | Assistant Professor | | | |
| 11. | Donald K. Freeland | 8,800 | 9,300 | 9,700 |
| 12. | Arthur S. Gifford | 11,000 | 11,800 | 12,000 |
| 13. | George C. Tompkins | 9,300 | 9,700 | 10,200 |
| | Instructor | | | |
| 14. | Gertrude W. Dawson | 7,000 | 7,300 | 7,600 |
| 15. | Elizabeth A. Sipes | 7,000 | 7,300 | 7,600 |
| | <u>ECONOMICS</u> | | | |
| | Professor | | | |
| 16. | Paul E. Fenlon | 15,000 | 16,000 | 16,700 |
| | Associate Professor | | | |
| 17. | Michael Brand | 11,000 | 11,600 | 11,900 |
| 18. | Philip Duriez | 12,000 | 13,000 | 13,500 |
| 19. | John J. Hooker | 13,500 | 14,200 | 15,000 |
| | Assistant Professor | | | |
| 20. | Dilmus D. James | 9,700 | 10,200 | 10,700 |
| 21. | Weldon C. Neill | 10,300 | 10,800 | 11,000 |
| | <u>CURRICULUM AND INSTRUCTION</u> | | | |
| | Professor | | | |
| 22. | Lou E. Burmeister | \$13,500 | \$ 14,500 | \$ 15,300 |
| 23. | Richard W. Burns | 12,300 | 12,900 | 13,600 |
| 24. | Thomas P. Carter | 15,000 | 15,600 | 15,900 |
| 25. | Marion Cline, Jr. (1/2 T) | 11,700 | 12,300 | 12,900 |
| | Associate Professor | | | |
| 26. | William G. Barber (1/2 T) | 11,500 | 12,200 | 12,900 |
| 27. | Allen E. DePagter (1/4 T) | 11,000 | 12,000 | 12,700 |
| 28. | John P. Scarbrough | 10,700 | 11,500 | 12,100 |
| | Assistant Professor | | | |
| 29. | Mary Z. Aho | 8,000 | 8,000 | 8,600 |
| 30. | Bruce M. Evans | 9,800 | 10,600 | 11,200 |
| 31. | Frances E. Lowrance | 8,300 | 9,000 | 9,400 |
| 32. | Hannah B. Selig | 8,000 | 8,300 | 8,400 |
| 33. | Hilmar E. Wagner | 9,800 | 10,600 | 11,200 |
| | Instructor | | | |
| 34. | Marie E. Barker | 9,500 | 9,700 | 10,000 |
| 35. | Florence W. Munn | 7,500 | 7,800 | 8,100 |
| | <u>EDUCATIONAL PSYCHOLOGY & GUIDANCE</u> | | | |
| | Professor | | | |
| 36. | James F. Day | 12,300 | 13,000 | 13,700 |
| | Associate Professor | | | |
| 37. | Everett E. Davis (Asst. Prof) | 9,300 | 10,000 | 10,400 |
| 38. | Carl Walker | 10,300 | 11,300 | 12,300 |
| | Assistant Professor | | | |
| 39. | Bonnie S. Brooks | 9,000 | 9,800 | 10,400 |
| 40. | Jack P. Landrum | 9,500 | 9,700 | 9,800 |
| | Instructor | | | |
| 41. | Nadine S. Prestwood | 8,000 | 8,500 | 8,700 |

The University of Texas at El Paso (continued)

| Item No. | | Base 1968-69 Rate | Original 1969-70 Budget Rate | Recommended 1969-70 Rate Sept. 1, 1969 |
|--------------------------------------|--------------------------------------|-------------------|------------------------------|--|
| <u>EDUCATIONAL ADMINISTRATION</u> | | | | |
| Professor | | | | |
| 42. | Alonzo N. Foster | 10,300 | 10,600 | 10,800 |
| 43. | Jack H. Meadows | 12,300 | 13,000 | 13,700 |
| <u>HEALTH AND PHYSICAL EDUCATION</u> | | | | |
| Associate Professor | | | | |
| 44. | Benny W. Collins | 11,600 | 12,400 | 12,900 |
| 45. | Donald H. Hardin | 12,000 | 12,700 | 13,300 |
| 46. | William H. Harris | 12,000 | 12,700 | 13,300 |
| Assistant Professor | | | | |
| 47. | Kathleen P. Craigo | \$ 8,000 | \$ 8,400 | \$ 8,500 |
| 48. | Florence L. Glardon | 10,000 | 10,400 | 10,600 |
| 49. | Brian J. Kelly | 9,500 | 10,200 | 10,900 |
| 50. | Mona H. Loper | 8,800 | 9,400 | 9,900 |
| 51. | John R. Poteet | 9,600 | 10,400 | 10,900 |
| Instructor | | | | |
| 52. | Ross Moore (1/2 Time) | 9,000 | 9,600 | 9,800 |
| <u>CIVIL ENGINEERING</u> | | | | |
| Professor | | | | |
| 53. | Paul C. Hassler, Jr. | 11,000 | 11,900 | 12,300 |
| 54. | Calvin E. Woods | 14,500 | 15,700 | 16,600 |
| Associate Professor | | | | |
| 55. | Robert Coltharp | 10,500 | 11,200 | 11,800 |
| 56. | Phillip W. Young | 9,500 | 10,200 | 11,100 |
| Assistant Professor | | | | |
| 57. | Hong S. Oey (on leave Fall Semester) | 11,000 | 12,000 | 13,000 |
| <u>ELECTRICAL ENGINEERING</u> | | | | |
| Professor | | | | |
| 58. | Julius O. Kopplin | 16,000 | 17,000 | 17,500 |
| 59. | Joseph S. Lambert (1/3 T) | 16,000 | 16,500 | 17,000 |
| 60. | Clyde R. Nichols | 14,000 | 14,600 | 15,400 |
| Associate Professor | | | | |
| 61. | Michael E. Austin | 13,800 | 14,500 | 15,300 |
| 62. | Glenn A. Gibson | 12,500 | 13,300 | 14,100 |
| 63. | Jack Smith (2/3 Time) | 13,800 | 14,700 | 15,576 |
| Instructor | | | | |
| 64. | Ralph Martinez | 8,100 | 8,400 | 8,700 |
| <u>MECHANICAL ENGINEERING</u> | | | | |
| Professor | | | | |
| 65. | Ralph M. Coleman | 10,800 | 11,300 | 11,700 |
| Associate Professor | | | | |
| 66. | Sachindranarayan Bhaduri | 12,000 | 12,500 | 12,900 |
| 67. | Jack A. Dowdy | 13,000 | 13,500 | 14,000 |
| 68. | John M. Levosky | 12,500 | 13,500 | 14,500 |
| 69. | John A. Whitacre (3/4 Time) | 12,000 | 12,800 | 13,200 |

The University of Texas at El Paso (continued)

| Item No. | | Base 1968-69 Rate | Original 1969-70 Budget Rate | Recommended 1969-70 Rate Sept. 1, 1969 |
|----------------------------------|---------------------------|-------------------------|------------------------------------|--|
| <u>METALLURGICAL ENGINEERING</u> | | | | |
| Professor | | | | |
| 70. | Donald P. Kedzie | \$14,000 | \$ 15,200 | \$ 18,000 |
| 71. | Joseph C. Rintelen | 12,500 | 13,000 | 13,500 |
| Associate Professor | | | | |
| 72. | Henry P. Ehrlinger | 11,000 | 11,600 | 12,000 |
| 73. | Frank E. Rizzo | 12,000 | 13,000 | 13,600 |
| 74. | Walter R. Roser | 12,500 | 13,500 | 14,000 |
| <u>ART</u> | | | | |
| Professor | | | | |
| 75. | Clarke H. Garnsey | 13,000 | 14,000 | 15,000 |
| 76. | Wiltz A. Harrison | 12,200 | 13,000 | 14,000 |
| 77. | Robert J. Massey | 12,200 | 13,000 | 14,000 |
| Associate Professor | | | | |
| 78. | Allen E. DePagter (3/4 T) | 11,000 | 12,000 | 12,700 |
| Assistant Professor | | | | |
| 79. | John C. Arnold | 7,900 | 8,500 | 8,900 |
| 80. | Ellen W. Coogler | 8,100 | 8,500 | 8,700 |
| Instructor | | | | |
| 81. | Sally M. Bishop | 7,400 | 7,900 | 8,300 |
| 82. | Loren G. Janzen | 7,400 | 7,900 | 8,300 |
| <u>DRAMA AND SPEECH</u> | | | | |
| Professor | | | | |
| 83. | Ralph B. Culp | 13,000 | 14,000 | 14,700 |
| 84. | Gifford W. Wingate | 13,000 | 13,800 | 14,200 |
| Assistant Professor | | | | |
| 85. | Charles L. Etheridge | 9,500 | 9,800 | 10,200 |
| 86. | Clarice M. Jones | 9,500 | 10,000 | 10,500 |
| 87. | Jean H. Miculka | 8,500 | 9,000 | 9,100 |
| 88. | James H. Tucker | 9,500 | 9,800 | 10,200 |
| 89. | James A. Wood | 9,700 | 10,700 | 11,200 |
| Instructor | | | | |
| 90. | Madeline Brand | 7,500 | 7,800 | 8,100 |
| 91. | Penny M. Byrne | 7,200 | 7,500 | 7,700 |
| <u>ENGLISH</u> | | | | |
| Professor | | | | |
| 92. | Haldeen Braddy | 13,800 | 16,000 | 16,500 |
| 93. | Robert M. Burlingame | 12,000 | 12,800 | 14,000 |
| 94. | Joseph L. Leach | 13,800 | 14,600 | 15,400 |
| 95. | Raymond E. Past | 13,500 | 14,300 | 15,200 |
| 96. | John O. West | 12,500 | 14,000 | 15,200 |

10-31-69

The University of Texas at El Paso (continued)

| Item No. | | Base 1968-69 Rate | Original 1969-70 Budget Rate | Recommended 1969-70 Rate Sept. 1, 1969 |
|------------------------|----------------------------|-------------------------|------------------------------------|--|
| <u>ENGLISH (Cont.)</u> | | | | |
| Associate Professor | | | | |
| 97. | Edward L. Blansitt, Jr. | \$12,000 | \$ 12,400 | \$ 12,700 |
| 98. | Lurline H. Coltharp | 11,000 | 11,600 | 12,300 |
| 99. | James M. Day | 12,000 | 12,800 | 13,300 |
| 100. | Joseph H. James | 10,700 | 11,300 | 11,700 |
| 101. | Robert E. Richeson | 11,200 | 12,000 | 12,400 |
| 102. | Tony J. Stafford | 10,000 | 10,800 | 11,500 |
| 103. | Walter F. Taylor, Jr. | 11,000 | 11,800 | 12,400 |
| 104. | Jon M. White | 10,000 | 10,400 | 10,900 |
| Assistant Professor | | | | |
| 105. | Mary L. Collingwood | 9,100 | 9,500 | 9,900 |
| 106. | Francis A. Ehmann | 9,100 | 9,600 | 10,100 |
| 107. | Mary B. Hernandez | 9,400 | 10,000 | 10,500 |
| 108. | William R. Lacey | 9,200 | 9,600 | 10,100 |
| 109. | James K. Mortensen | 8,900 | 9,500 | 10,000 |
| 110. | Joan P. Quarm | 8,800 | 9,400 | 9,900 |
| 111. | Joseph E. Simmons | 9,500 | 10,100 | 10,600 |
| 112. | Grace K. Smith | 8,400 | 8,700 | 9,000 |
| 113. | Helen M. Temple | 10,000 | 10,500 | 11,000 |
| 114. | Pearl M. Waddell | 9,400 | 9,700 | 10,000 |
| 115. | Robert A. Walker | 8,500 | 8,500 | 9,000 |
| Instructor | | | | |
| 116. | E. Haywood Antone | 7,800 | 8,500 | 9,000 |
| 117. | Tommy J. Boley | 7,800 | 8,300 | 8,600 |
| 118. | Marjorie T. Cervenka | 7,200 | 7,500 | 7,800 |
| 119. | Mary E. Corn | 6,500 | 6,800 | 7,100 |
| 120. | Eleanor G. Cotton | 7,500 | 7,800 | 8,100 |
| 121. | Robert M. Esch | 8,000 | 8,300 | 8,600 |
| 122. | Billie W. Etheridge | 7,500 | 7,800 | 8,100 |
| 123. | Mimi R. Gladstein | 7,000 | 7,300 | 7,600 |
| 124. | Bernard R. Goldberg | 7,200 | 7,800 | 8,100 |
| 125. | Stephen Justice | 7,500 | 7,800 | 8,100 |
| 126. | Pauline P. Kiska | 8,100 | 8,400 | 8,700 |
| 127. | Marjorie P. Lawson (1/2 T) | 7,500 | 7,800 | 8,000 |
| 128. | Dennis F. Macek | 7,000 | 7,300 | 7,600 |
| 129. | Charles F. Springstead | 7,100 | 7,400 | 7,700 |
| 130. | Dorothy J. Stroud | 7,200 | 7,500 | 7,800 |
| 131. | Ruth E. Vise | 7,000 | 7,300 | 7,600 |
| 132. | Carlene A. Walker | 7,500 | 7,500 | 7,900 |
| 133. | Lois J. Webb | 6,500 | 7,200 | 7,500 |
| <u>HISTORY</u> | | | | |
| Professor | | | | |
| 134. | Kenneth K. Bailey | 14,000 | 16,000 | 16,500 |
| 135. | Wayne E. Fuller | 13,400 | 14,800 | 15,400 |
| 136. | John H. McNeely | 11,200 | 12,000 | 12,500 |
| 137. | Wilbert H. Timmons | 13,700 | 14,500 | 15,400 |

10-31-69

OCT 31 '69

446

The University of Texas at El Paso (continued)

| Item No. | | Base 1968-69 Rate | Original 1969-70 Budget Rate | Recommended 1969-70 Rate Sept. 1, 1969 |
|---------------------------|---------------------------|-------------------------|------------------------------------|--|
| <u>HISTORY (Cont.)</u> | | | | |
| Associate Professor | | | | |
| 138. | John K. Creighton | \$ 9,600 | \$ 10,400 | \$ 11,400 |
| 139. | Carl T. Jackson | 10,300 | 12,000 | 12,400 |
| 140. | Kenneth B. Shover | 13,000 | 13,800 | 14,000 |
| Assistant Professor | | | | |
| 141. | Jerome M. Israel | 9,800 | 11,000 | 11,400 |
| 142. | Yasuhide Kawashima | 9,000 | 10,000 | 10,400 |
| 143. | Eugene E. Kuzirian | 9,000 | 9,800 | 10,000 |
| 144. | Bruno J. Rolak | 9,000 | 9,600 | 9,900 |
| Instructor | | | | |
| 145. | John M. Broaddus | 8,700 | 9,100 | 9,400 |
| 146. | Philip E. Isett | 8,700 | 9,100 | 9,400 |
| <u>MASS COMMUNICATION</u> | | | | |
| Professor | | | | |
| 147. | Virgil C. Hicks | 10,500 | 12,500 | 13,000 |
| 148. | John J. Middagh | 11,000 | 12,000 | 12,500 |
| Instructor | | | | |
| 149. | Luis Perez | 7,000 | 8,200 | 8,600 |
| <u>MODERN LANGUAGES</u> | | | | |
| Professor | | | | |
| 150. | Caleb A. Bevans | 11,800 | 12,500 | 13,200 |
| 151. | Jacob Ornstein (3/4 Time) | 14,000 | 11,000 | 11,500 |
| 152. | Edgar T. Ruff | 12,500 | 13,300 | 13,900 |
| 153. | John M. Sharp | 13,000 | 14,000 | 14,900 |
| Associate Professor | | | | |
| 154. | Chester C. Christian | 11,600 | 12,400 | 12,900 |
| 155. | Ralph W. Ewton, Jr. | 10,500 | 11,500 | 12,200 |
| 156. | William M. Russell | 12,000 | 13,000 | 13,700 |
| 157. | Robert L. Tappan | 11,000 | 11,600 | 12,300 |
| 158. | William F. Webb | 9,200 | 9,800 | 10,300 |
| Assistant Professor | | | | |
| 159. | Gloria C. Astiazaran | 9,400 | 9,800 | 10,200 |
| 160. | Jack S. Bailey | 8,400 | 8,800 | 9,200 |
| 161. | Fred M. Brewer | 9,000 | 9,500 | 9,900 |
| 162. | Judith Rivera-Rodriguez | 9,000 | 9,300 | 9,500 |
| 163. | Fermin Rodriguez | 7,200 | 9,000 | 9,400 |
| 164. | Emma G. Scruggs | 8,200 | 8,500 | 8,900 |
| Instructor | | | | |
| 165. | Howard W. Baldwin | 7,300 | 7,700 | 8,000 |
| 166. | Julia F. Herrera | 7,300 | 7,700 | 8,000 |
| 167. | Ilse H. Irwin | 8,000 | 8,500 | 8,800 |
| 168. | Ana M. de Navar | 7,800 | 8,200 | 8,500 |
| 169. | Alfredo Ortega | 7,400 | 7,800 | 8,100 |

10-31-69

NOV 31 '69

447

The University of Texas at El Paso (continued)

| Item No. | | Base 1968-69 Rate | Original 1969-70 Budget Rate | Recommended 1969-70 Rate Sept. 1, 1969 |
|--------------------------|--------------------------|-------------------------|------------------------------------|--|
| <u>MUSIC</u> | | | | |
| Professor | | | | |
| 170. | Olav E. Eidbo | \$12,500 | \$ 13,500 | \$ 14,500 |
| 171. | Engbret A. Thormodsgaard | 12,000 | 13,000 | 13,500 |
| Associate Professor | | | | |
| 172. | Ralph C. Briggs | 9,500 | 9,500 | 9,800 |
| 173. | Harold L. Hillyer | 11,500 | 12,200 | 12,900 |
| Assistant Professor | | | | |
| 174. | Hugh F. Cardon | 8,500 | 9,500 | 10,000 |
| 175. | Arryl S. Paul | 9,000 | 9,600 | 10,100 |
| 176. | Charles R. Stanley | 9,000 | 9,600 | 10,100 |
| 177. | Vester D. Swingle | 10,200 | 10,600 | 11,100 |
| 178. | Lynn W. Thayer | 9,600 | 10,600 | 11,100 |
| Instructor | | | | |
| 179. | David H. Crowley | 8,800 | 9,100 | 9,400 |
| 180. | Walter L. Geyer, Jr. | 8,500 | 9,000 | 9,300 |
| 181. | Carolyn K. Kenneson | 8,200 | 8,600 | 8,900 |
| 182. | Danice M. Kress | 7,200 | 8,000 | 8,300 |
| <u>PHILOSOPHY</u> | | | | |
| H. Y. Benedict Professor | | | | |
| 183. | Patrick Romanell | 17,000 | 18,000 | 18,500 |
| Professor | | | | |
| 184. | John H. Haddock | 14,000 | 15,000 | 15,500 |
| Assistant Professor | | | | |
| 185. | William C. Springer | 9,300 | 10,000 | 10,500 |
| <u>POLITICAL SCIENCE</u> | | | | |
| Professor | | | | |
| 186. | Melvin P. Straus | 11,300 | 11,300 | 11,700 |
| Associate Professor | | | | |
| 187. | Joseph B. Graves | 10,200 | 11,200 | 11,700 |
| 188. | Edward A. Leonard | 10,000 | 11,200 | 11,700 |
| 189. | Howard D. Neighbor | 12,000 | 12,400 | 12,900 |
| 190. | Robert L. Peterson | 10,000 | 10,800 | 11,300 |
| Assistant Professor | | | | |
| 191. | Charles R. Bath | 9,300 | 9,700 | 10,100 |
| 192. | John A. Hovel | 8,000 | 8,200 | 8,500 |
| 193. | Z. A. Kruszewski | 9,800 | 10,800 | 11,300 |
| Instructor | | | | |
| 194. | Philip H. Bethune | 8,700 | 8,700 | 9,000 |

The University of Texas at El Paso (continued)

| Item No. | | Base 1968-69 Rate | Original 1969-70 Budget Rate | Recommended 1969-70 Rate Sept. 1, 1969 |
|---------------------|--------------------------|-------------------------|------------------------------------|--|
| <u>PSYCHOLOGY</u> | | | | |
| Professor | | | | |
| 195. | Edmund B. Coleman | \$15,375 | \$ 16,300 | \$ 16,500 |
| 196. | Philip Himelstein | 14,000 | 16,000 | 16,500 |
| Associate Professor | | | | |
| 197. | Guido A. Barrientos | 11,200 | 12,000 | 12,600 |
| 198. | Lanis L. Bosworth | 9,800 | 9,800 | 10,200 |
| 199. | Gerald R. Miller | 11,200 | 12,000 | 12,600 |
| 200. | Randolph H. Whitworth | 12,000 | 12,800 | 13,500 |
| Assistant Professor | | | | |
| 201. | James V. Devine | 10,000 | 11,500 | 11,900 |
| <u>SOCIOLOGY</u> | | | | |
| Professor | | | | |
| 202. | Ellwyn R. Stoddard | 12,500 | 13,500 | 14,200 |
| Associate Professor | | | | |
| 203. | Paul W. Goodman | 10,500 | 11,000 | 11,500 |
| 204. | Robert S. Hiatt | 11,000 | 12,000 | 12,400 |
| Assistant Professor | | | | |
| 205. | Rex E. Gerald (1/2 Time) | 10,000 | 15,900 | 16,350 |
| 206. | Patrick H. McNamara | 10,000 | 10,800 | 11,300 |
| Instructor | | | | |
| 207. | James E. Hamby, Jr. | 8,000 | 8,400 | 8,700 |
| <u>BIOLOGY</u> | | | | |
| Professor | | | | |
| 208. | James B. Reeves | 13,250 | 14,500 | 16,300 |
| 209. | Gordon W. Robertstad | 13,000 | 13,800 | 14,400 |
| 210. | Robert G. Webb | 12,250 | 13,000 | 13,400 |
| Associate Professor | | | | |
| 211. | Peter S. Chrapliwy | 10,300 | 10,800 | 11,400 |
| 212. | Eleanor L. Duke | 10,250 | 10,800 | 11,400 |
| 213. | Curtis E. Eklund | 12,400 | 12,800 | 13,100 |
| 214. | Arthur H. Harris | 10,250 | 11,000 | 11,700 |
| 215. | Jerry D. Hunter | 9,800 | 10,500 | 10,900 |
| 216. | Artie L. Metcalf | 11,300 | 12,000 | 12,400 |
| 217. | John S. Williams | 10,300 | 10,600 | 11,100 |
| Assistant Professor | | | | |
| 218. | Charles E. Freeman, Jr. | 9,500 | 10,000 | 10,600 |
| 219. | Elizabeth C. Manning | 8,500 | 9,000 | 9,400 |
| 220. | Eleanor H. Tulley | 8,500 | 9,000 | 9,400 |

The University of Texas at El Paso (continued)

| Item No. | | Base 1968-69 Rate | Original 1969-70 Budget Rate | Recommended 1969-70 Rate Sept. 1, 1969 |
|---------------------|-------------------------------|-------------------------|------------------------------------|--|
| <u>CHEMISTRY</u> | | | | |
| Professor | | | | |
| 221. | Harold E. Alexander | \$12,200 | \$ 12,800 | \$ 13,900 |
| 222. | Jesse A. Hancock | 12,200 | 12,800 | 13,400 |
| 223. | James W. Whalen | 14,800 | 16,000 | 17,500 |
| Associate Professor | | | | |
| 224. | William R. Cabaness | 10,400 | 11,200 | 12,100 |
| 225. | Michael I. Davis | 11,500 | 12,500 | 13,400 |
| 226. | Winston D. Lloyd | 11,700 | 12,500 | 13,100 |
| 227. | William H. Rivera | 12,200 | 12,400 | 12,800 |
| Assistant Professor | | | | |
| 228. | Marion L. Ellzey (1/2 T) | 10,000 | 10,800 | 11,800 |
| 229. | Joseph W. Scruggs | 9,700 | 9,700 | 10,000 |
| <u>GEOLOGY</u> | | | | |
| Professor | | | | |
| 230. | John M. Hills | 13,500 | 14,000 | 14,900 |
| 231. | William N. McAnulty | 14,750 | 15,500 | 17,400 |
| 232. | William S. Strain | 11,800 | 13,000 | 13,400 |
| Associate Professor | | | | |
| 233. | Jerry M. Hoffer | 10,300 | 11,000 | 11,900 |
| 234. | David B. LeMone | 10,400 | 11,200 | 11,900 |
| 235. | Earl M. Lovejoy | 10,700 | 11,500 | 12,100 |
| 236. | Spencer S. Shannon, Jr. | 11,500 | 12,000 | 12,400 |
| Instructor | | | | |
| 237. | Howard M. Jackson | 7,000 | 7,400 | 7,900 |
| <u>MATHEMATICS</u> | | | | |
| Professor | | | | |
| 238. | Delmar L. Boyer | 13,300 | 14,100 | 14,400 |
| 239. | William J. Leahey | 16,000 | 16,500 | 17,000 |
| Associate Professor | | | | |
| 240. | Ralph P. Bentz | 10,500 | 11,100 | 11,900 |
| 241. | Charles H. Gladman | 11,800 | 12,500 | 12,700 |
| 242. | James E. Nymann | 11,500 | 12,500 | 12,900 |
| 243. | Frederick B. Strauss | 13,000 | 13,500 | 13,700 |
| Assistant Professor | | | | |
| 244. | Frederick H. Bailey | 8,700 | 9,300 | 9,700 |
| 245. | Marion L. Ellzey (1/2 T) | 10,000 | 10,800 | 11,800 |
| 246. | Joe W. Fitzpatrick | 9,600 | 10,200 | 10,600 |
| 247. | Rex E. Fox | 9,300 | 9,900 | 10,300 |
| 248. | Lawrence Huntley | 8,700 | 9,300 | 9,700 |
| 249. | Orville C. Kruschwitz (1/2 T) | 8,700 | 9,300 | 9,500 |
| 250. | Kennith W. Lopp | 10,500 | 11,200 | 11,700 |
| 251. | Vladik A. Miculka | 9,500 | 10,200 | 10,400 |
| 252. | Jesus R. Provencio (1/2 T) | 7,600 | 9,000 | 9,600 |

The University of Texas at El Paso (continued)

| Item No. | | Base 1968-69 Rate | Original 1969-70 Budget Rate | Recommended 1969-70 Rate Sept. 1, 1969 |
|----------------------------|----------------------------|-------------------------|------------------------------------|--|
| <u>MATHEMATICS (Cont.)</u> | | | | |
| Instructor | | | | |
| 253. | William A. Burgett | \$ 7,300 | \$ 7,500 | \$ 8,000 |
| 254. | Jule A. Hansen | 7,800 | 8,000 | 8,300 |
| 255. | Robert C. McDonald | 7,600 | 7,800 | 8,100 |
| 256. | Ralph H. Pryor | 7,600 | 7,800 | 8,100 |
| <u>PHYSICS</u> | | | | |
| Professor | | | | |
| 257. | Thomas G. Barnes | 14,000 | 14,600 | 15,000 |
| 258. | Max C. Bolen | 15,000 | 15,500 | 15,900 |
| 259. | Robert G. McIntyre | 13,700 | 14,300 | 14,600 |
| 260. | Oscar H. McMahan | 12,200 | 13,200 | 14,000 |
| Associate Professor | | | | |
| 261. | Michael H. Blue | 11,200 | 11,500 | 11,000 |
| 262. | Donald E. Bowen | 11,000 | 11,800 | 12,000 |
| 263. | Samuel J. Brient, Jr. | 12,400 | 12,700 | 12,700 |
| 264. | Rufus E. Bruce | 12,500 | 13,000 | 13,000 |
| Assistant Professor | | | | |
| 265. | Juan O. Lawson | 11,500 | 11,800 | 12,400 |
| 266. | Jesus R. Provencio (1/2 T) | 7,600 | 9,000 | 9,600 |
| 267. | Harold S. Slusher | 10,000 | 11,000 | 11,400 |

GRAND TOTAL

268. Physical Plant

Transfer of Funds

Amount of Transfer - \$24,262

To: Building Maintenance - Salaries (\$1,116)
 Custodial Services - Salaries (\$17,225)
 Grounds Maintenance - Salaries (\$5,921)

From: Unappropriated Balance - General Funds

The salary pay plan for Physical Plant workers used in the original budget was below minimum wage rates under the Fair Labor Standards Act. The above transfers are calculated to bring these groups of employees to the new minimums.

10-31-69

OCT 31 '69

451

The University of Texas at Arlington

| <u>Explanation</u> | <u>No. Mos.</u> | <u>Base 1969-70 Rate</u> | <u>Original 1969-70 Budget Rate</u> | <u>Recommended 1969-70 Rate Sept. 1, 1969</u> |
|---|---------------------|----------------------------------|---|---|
| <u>GENERAL BUDGET FUNDS</u> | | | | |
| <u>Government</u> | | | | |
| Associate Professor Luther W. Odom | 9 | \$11,200 | \$ 11,700 | \$ 12,200 |
| <u>School of Social Work</u> | | | | |
| Assistant Professor Maybeth Dreyfuss | 9 | 8,000 | 8,300 | 9,000 |

The University of Texas (Southwestern) Medical School at DallasInternal Medicine

| | | | | |
|---|----|----------|-----------|-----------|
| Professor William F. Miller Sources of Funds: Methodist Hospital and USPHS Contract | 12 | \$25,000 | \$ 25,000 | \$ 28,000 |
| Associate Professor Fouad A. Bashour Sources of Funds: Methodist Hospital and USPHS Contract | 12 | 24,000 | 24,000 | 27,000 |

Obstetrics and Gynecology

| | | | | |
|--|----|--------|--------|--------|
| Instructor Frances Martin Sources of Funds: USPHS Contracts | 12 | 11,000 | 11,880 | 15,000 |
|--|----|--------|--------|--------|

Pediatrics

| | | | | |
|---|----|--------|--------|--------|
| Assistant Professor Paschal LaRuffa Source of Funds: USPHS Contract | 12 | 19,000 | 19,000 | 20,000 |
| Assistant Professor Amy Talbot Source of Funds: USPHS Contract | 12 | 14,000 | 14,500 | 15,750 |
| Instructor Melvin A. Berke Source of Funds: USPHS Contract | 12 | 13,000 | 13,500 | 14,000 |
| Instructor Kem Kelly Source of Funds: USPHS Contract | 12 | 18,500 | 18,500 | 19,500 |
| Instructor Nancy White Source of Funds: USPHS Contract | 12 | 14,000 | 14,000 | 15,500 |
| Instructor Edward L. Coben Source of Funds: USPHS Contract | 12 | 10,600 | 11,250 | 12,200 |

10-31-69

OCT 31 '69

452

The University of Texas (Southwestern) Medical School at Dallas (continued)

| <u>Explanation</u> | <u>No. Mos.</u> | <u>Base 1968-69 Rate</u> | <u>Original 1969-70 Budget Rate</u> | <u>Recommended 1969-70 Rate Sept. 1, 1969</u> |
|--|---------------------|----------------------------------|---|---|
| <u>Psychiatry</u> | | | | |
| Clinical Assistant Professor James D. Uloth Source of Funds: Presbyterian Hospital | 12 | 19,000 | 19,000 | 20,000 |
| <u>Surgery</u> | | | | |
| Instructor Stennis D. Wax Sources of Funds: Departmental Faculty Salaries and USPHS Contract | 12 | 13,000 | 13,000 | 14,000 |
| <u>Water Purification</u> | | | | |
| Engineering Technician II Samuel L. Driskill Source of Funds: USPHS Contract | 12 | \$ 8,520 | --- | \$ 9,600 |

The University of Texas Medical Branch at Galveston

| | | | | |
|---|----|----------|-----------|-----------|
| <u>Anatomy</u> | | | | |
| Associate Professor Glenn V. Russell Sources of Funds: Departmental Faculty Salaries and HEW Grant | 12 | \$16,500 | \$ 18,000 | \$ 18,500 |
| <u>The Marine Biomedical Institute</u> | | | | |
| Administrator - Marine Biology Laboratory Robert W. Martindale | 12 | 16,000 | 16,000 | 18,000 |

The University of Texas M. D. Anderson Hospital and Tumor Institute
at Houston

| | | | | |
|--|----|----------|-----------|-----------|
| <u>Pathology</u> | | | | |
| Assistant Biochemist and Assistant Professor of Biochemistry Mabelle E. Mayne Source of Funds: NIH Contract | 12 | \$15,000 | \$ 15,000 | \$ 16,000 |
| Assistant Chemist (Analytical) Charles R. Knowles Source of Funds: NIH Contract | 12 | 15,000 | 16,500 | 17,500 |
| <u>Office of Education</u> | | | | |
| Fellow in Radiotherapy Howard T. Barkley, Jr. Source of Funds: NIH Contract | 12 | 16,000 | --- | 17,000 |

The University of Texas M. D. Anderson Hospital and Tumor Institute
at Houston (continued)

| <u>Explanation</u> | <u>No. Mos.</u> | <u>Base 1968-69 Rate</u> | <u>Original 1969-70 Budget Rate</u> | <u>Recommended 1969-70 Budget Sept. 1, 1969</u> |
|--------------------|---------------------|----------------------------------|---|---|
|--------------------|---------------------|----------------------------------|---|---|

Transfer of Funds

Amount of Transfer - \$100,000

To: Remodeling for Clinical Pathology (Plant Funds)

From: Unappropriated Balances (General Funds)

The transfer funds in the amount of \$100,000.00 from the Unappropriated Surplus account to Unexpended Plant Funds is for a project entitled Remodeling and Special Equipment for Clinical Pathology. Our Clinical Pathology laboratories must be renovated to accommodate modern laboratory equipment and procedures in order that we might maintain the work load required of our Clinical Pathology service in caring for patients of this hospital. Many improvements have been made in Clinical Pathology equipment during the past few years and significant automation of laboratory procedures may be accomplished with equipment now available. Such automation is desirable to maintain the required work load without the necessity of continuing to increase the personnel complement.

REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 20-24). --The following actions of the Academic and Developmental Affairs Committee in the report of Committee Chairman Kilgore were ratified without objection:

1. U. T. System: Chancellor's Docket No. 35. --Approval was given to Chancellor's Docket No. 35 in the form as distributed by the Secretary. This document is made a part of the minutes and is attached hereto following Page 108.
2. A Report of Activities of The University of Texas System Development Board by Mr. Blunk. --The following written report relating to the activities of The University of Texas System Development Board was received from the Executive Director of the Development Board, Mr. Blunk. In addition thereto, Mr. Blunk reported that there are plans for out-of-state meetings in New York City on November 20 and in Los Angeles, California, on December 10, 1969;

- a. The University of Texas System Development Board: Gift Reporting:
Gifts and grants are reported to the Board of Regents routinely through established procedures.
- b. The University of Texas System Development Board: Meeting: New Officers: Standing Committee Memberships:

The Development Board met at the Academic Center, UT Austin, at 9:30 a.m., October 4, 1969. New officers elected for 1969-1970: L. L. Colbert, Detroit, Michigan, Chairman; J. D. Wrather, Jr., Beverly Hills, California, Vice-Chairman. This is the first time in the 31-year history of the Development Board that neither the Chairman nor Vice-Chairman is a resident of Texas. The Development Board approved the following standing committee assignments for 1969-1970:

Special Support Committee: Rex G. Baker, Jr., Houston, Chairman; H. H. Coffield, Rockdale; Marvin K. Collie, Houston; Joe M. Dealey, Dallas; Hayden W. Head, Corpus Christi; Mrs. Eugene McDermott, Dallas; Dan C. Williams, Dallas; J. D. Wrather, Jr., Beverly Hills, California

National Corporations Committee: John P. Thompson, Dallas, Chairman; Lloyd M. Bentsen, Jr., Houston; C. W. Cook, White Plains, New York; Jack S. Josey, Houston; E. G. Morrison, Austin; J. M. Odom, Austin; Gus S. Wortham, Houston

Bequests Committee (Texas Futures): J. Mark McLaughlin, San Angelo, Chairman; Franklin W. Denius, Austin; B. D. Orgain, Beaumont; Preston Shirley, Galveston

Annual Giving Committee: Dan M. Krausse, Dallas, Chairman; Ernest Cockrell, Jr., Houston; B. W. Crain, Jr., Longview; William B. Hardie, El Paso; Dr. Robert W. Kimbro, Cleburne; Wales H. Madden, Jr., Amarillo; Mayor Tom Vandergriff, Arlington

10-31-69

- c. The Chancellor's Council: Third Annual Meeting: Executive Committee Election: New Officers:
The Third Annual Meeting of The Chancellor's Council was held at 3:30 p.m., October 3, 1969, in the Academic Center Auditorium, UT Austin, with 105 members present. The Council had a total membership of 284 as of October 3, a gain of 26 over the previous year. Elected to membership on the Executive Committee for 1970 were:

Charles Adleta, Dallas; Hines H. Baker, Houston; Dr. Roland K. Blumberg, Seguin; Dr. C. L. Cline, Austin; Dr. H. F. Connally, Jr., Waco; Mrs. John Leddy Jones, Dallas; Joe J. King, Houston; O. Scott Petty, San Antonio; Dr. C. M. Phillips, Levelland; Edward Randail, III, Houston; Benno C. Schmidt, New York, New York; Gene M. Woodfin, New York, New York; J. D. Wrather, Jr., Beverly Hills, California

The 1970 Executive Committee convened in executive session following The Chancellor's Council business meeting and elected Joe J. King, Houston, as Chairman, and Dr. H. F. Connally, Jr., Waco, as Vice-Chairman.

- d. The University of Texas Foundation, Inc., Board of Directors Meeting: Reappointment of Board Members (1970-1972):
The Board of Directors of The University of Texas Foundation, Inc., will meet in Dallas on November 1, 1969. Board members are appointed by the Board of Regents; reappointment for 1970-1972 of the following Foundation board members whose terms expire December 31, 1969, has been recommended by Chancellor Ransom:

Jack V. Curlin, El Paso; B. R. Dorsey, Pittsburgh, Pennsylvania; B. K. Johnson, La Pryor; Robert Strauss, Dallas; Jack C. Vaughn, Dallas

All Foundation board members serve three-year terms; four members' appointments will expire on December 31, 1970; five members' appointments will expire on December 31, 1971. Recommendations concerning continuation of these members will be made to the Board of Regents by the Chancellor well in advance of terminal dates.

- e. Development Board: Next Meeting Date, Place:
At its October 4, 1969, meeting the Development Board set its next meeting for January 15, 1970, at Austin.

3. U. T. Austin: Notice of Termination of Agreement with the Ex-Students' Association, Originally Dated February 29, 1960, for Vending Machines on the Campus of The University of Texas at Austin; Auxiliary Enterprises Authorized, Annual Budget Requested, and New Arrangements Authorized Negotiated for Operation of Vending Machines. -- A written review of existing contracts between the Board of Regents of The University of Texas System and the Ex-Students' Association with respect to The University of Texas at Austin, as well as a detailed report of vending operators on The University of Texas at Austin campus, was received. The recommendations of System Administration were referred to the Committee of the Whole and were approved in the following form:

- (a) The present contract arrangements with the Ex-Students' Association for the operation of vending machines concessions, including washers and driers, etc., shall be terminated by giving 90 days' written notice, as provided in the current contracts.
- (b) The Administration of The University of Texas at Austin was instructed either to operate the vending machines, including washing machines, driers, etc., on the U. T. Austin campus either directly or through contracts with operating companies or to negotiate new contracts with the Ex-Students' Association on a trial basis for a period of one year with the terms of the contracts to be submitted to the Board of Regents for approval.
- (c) The vending machines operations shall be classified as an auxiliary enterprise in U. T. Austin accounts entitled "Special Concessions".
- (d) Appropriations or allocations of the net income from the "Special Concessions" account shall be approved by the Board of Regents.
- (e) The amount of Retained Earnings of Campus Services, Inc., accrued under the contracts between The University of Texas and the Ex-Students' Association and Campus Services, Inc., shall be paid by the Ex-Students' Association and Campus Services, Inc. to The University of Texas in a lump sum (now estimated to be approximately \$90,000 to \$100,000) upon termination of the contracts.
 - (1) These retained earnings shall be deposited in a U. T. Austin current restricted fund account entitled "Retained Earnings - Campus Services".
 - (2) All appropriations from this fund shall be approved in advance by the Board of Regents.

It was further ordered that an annual budget for special concessions be developed by The University of Texas at Austin and submitted to the Board for approval.

4. U. T. Austin: Appropriations of Funds from Unallocated Balance of Retained Earnings of Campus Services, Inc., for Certain Student Activities. -- The following appropriations of student activities at The University of Texas at Austin were authorized from the Unallocated Balance of Retained Earnings of Campus Services, Inc:

- (a) Travel of students to conferences on world and public affairs at Texas A&M University and the three service academies \$1,000.
- (b) Rifle Team for registration and entry fees in competition and travel \$ 350.
- (c) AIESEC-Texas for international exchange of students for work experience in business and economics \$ 350.
- (d) Expenses of eight cheerleaders to U. T. Austin-University of California football game \$2,000.

5. U. T. Arlington: Approval of Bachelor of Arts Degree in Health and Physical Education; Authorization to Request Permission from Coordinating Board. -- Approval was given to establish at The University of Texas at Arlington a program leading to the Bachelor of Arts in Health and Physical Education. The Administration was authorized to request permission from the Coordinating Board, Texas College and University System to offer this degree program.

6. Galveston Medical Branch: Dual Positions Pursuant to Section 33, Article XVI, Constitution of Texas. -- The following resolution was adopted in connection with the services of Truman G. Blocker, Jr., M. D., of The University of Texas Medical Branch at Galveston, as Consultant to the Surgeon General, Department of the Air Force. This resolution conforms to the amendment to Section 33, Article XVI, Constitution of Texas adopted in November 1967:

WHEREAS, Truman G. Blocker, Jr., M. D., has an opportunity to serve as Consultant to the Surgeon General, Department of the Air Force:

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System, acting pursuant to delegated legislative authority:

1. That the said Truman G. Blocker, Jr., M. D., be and he is hereby authorized by the Board of Regents to serve as Consultant to the Surgeon General, Department of the Air Force, until he no longer

10-31-69

has an opportunity to do so or until this direction and requirement is amended or revoked by the Board of Regents;

2. That the said Truman G. Blocker, Jr., M. D., be and he is hereby authorized by the Board of Regents to serve as Consultant to the Surgeon General, Department of the Air Force, in addition to all other duties that have been or may hereafter be assigned or required of him by the Board of Regents;

3. That the Board of Regents finds that Truman G. Blocker, Jr., M. D.'s service as Consultant to the Surgeon General, Department of the Air Force, is not in conflict with his employment by The University of Texas System;

4. That the Board of Regents finds that Truman G. Blocker, Jr., M. D.'s service as Consultant to the Surgeon General, Department of the Air Force, is and will continue to be a benefit and advantage to The University of Texas System and the State of Texas.

7. Special Meeting of the Academic and Developmental Affairs Committee--Committee Chairman Kilgore advised the members of the Academic and Developmental Affairs Committee that a special meeting of the committee would be held during November.

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 25-55). --
Without objection, the following actions in the Buildings and Grounds Committee as presented by Committee Chairman Peace were ratified:

1. U. T. Austin: Ratification of Award of Contract to Lyda, Inc., and H. A. Lott, Inc., for West Side Expansion of Memorial Stadium and Building to House Physical Education Facilities and Offices and Authorization for Appropriation Therefor. --
The following resolution was adopted:

WHEREAS, A special committee composed of Chairman Erwin, Regent Peace, Deputy Chancellor LeMaistre, Executive Vice-Chancellor Walker, Mr. Lester E. Palmer, President Hackerman, Professor J. Neils Thompson, and Mr. Darrell Royal was appointed to award a contract for the West Side Expansion of Memorial Stadium and Building to House Physical Education Facilities and Offices at The University of Texas at Austin if the low bid was, or could be brought, within monies currently allocated to the project; and

WHEREAS, On September 19, 1969, the Special Committee authorized in writing the execution of the contract with Lyda, Inc., and H. A. Lott, Inc., (a joint venture); and

WHEREAS, Thereby pursuant to the action of the Special Committee, Chairman Erwin executed the contract; and

WHEREAS, A previous appropriation of \$575,000 from Permanent University Fund Bond Proceeds has already been made for this project to cover architect's and engineer's fees and the site improvement involved in the project:

NOW THEREFORE BE IT RESOLVED, That the Chairman's execution of the contract between the Board of Regents of The University of Texas System and Lyda, Inc., and H. A. Lott, Inc., (a joint venture), on September 22, 1969, be hereby authorized, ratified, and in all things confirmed; and

BE IT RESOLVED, That the award of a contract to Lyda, Inc. and H. A. Lott, Inc., low bidders, as follows:

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| Base Bid | \$12,895,000.00 |
| Deduct Alternate No. 8 (Substitute "Peda-Grad" weatherproofing in lieu of "Dex-O-Tex") | <u>71,000.00</u> |
| Total Contract Award | <u>\$12,824,000.00</u> |

be approved, confirmed and ratified; and

BE IT FURTHER RESOLVED, That an additional appropriation of \$13,200,000 be authorized from Permanent University Fund Bond Proceeds and from Receipts from Ticket Sale Options to cover this contract award, architect's and engineer's fees and miscellaneous expenses.

2. U. T. Austin: Approval of Final Plans and Specifications for Dining Facilities for Athletes (Adjacent to Men's Unit of Beauford H. Jester Center) and Additional Appropriation Therefor. -- The working drawings and specifications for a Dining Facility for Athletes to be constructed adjacent to the Men's Unit of the Beauford H. Jester Center at The University of Texas at Austin, as prepared by Jessen, Jessen, Millhouse, Greeven, Crume, Day and Newman, the architects for the project, were approved. The Executive Director of the Office of Facilities Planning and Construction was authorized to advertise for bids to be presented to the Board or to the Executive Committee for consideration at a later date.

For this project, an additional appropriation of \$125,000 was authorized from Athletics Council Funds, making a total of \$375,000 for the project.

3. U. T. Austin: Ratification of Award of Contract to J. C. Evans Construction Company, Inc., for Parking Lot at Beauford H. Jester Center and Authorization of Additional Appropriation and Excess Road to 21st Street Therefo. -- The following resolution was adopted:

WHEREAS, On June 20, 1969, the Executive Director of the Office of Facilities Planning and Construction was authorized to advertise for bids for a parking lot to accommodate approximately 550 automobiles in the vicinity of the Beauford H. Jester Center at The University of Texas at Austin; and

WHEREAS, A special committee consisting of Chairman Erwin, Regent Peace, Executive Vice-Chancellor Walker, and Executive Director Palmer was authorized to award a contract for this parking lot after receipt of the bids; and

WHEREAS, An appropriation of \$100,000 was authorized from Account No. 15-7601-U. T. Austin-Unappropriated Balance-Inter-Branch Transfers for this purpose; and

WHEREAS, In the preparation of plans and specifications, it was found that the area available would accommodate 636 cars and that the bids received covered a lot of that size; and

WHEREAS, In connection with the construction of this parking lot it is necessary to provide an access road to the lot from the 21st Street, and the contractor for the parking lot agreed to construct the access road as a part of his contract at the unit prices for the material and labor included in his bid for the parking lot:

BE IT RESOLVED, That the award of a contract by the Special

Committee to J. C. Evans Construction Company, low bidder, in an amount of \$118,216.00 be ratified; and

BE IT FURTHER RESOLVED, That an additional appropriation of \$30,000 be authorized from the same Account No. 15-7601 - U. T. Austin - Unappropriated Balance - Inter - Branch Transfers to cover the additional parking spaces provided in the lot over and above the original estimate and the cost of the access road from 21st Street to the lot and that Chairman Erwin be authorized to execute the document when it has been approved as to form by a University Attorney and as to content by Executive Vice-Chancellor Walker.

4. U. T. Austin: Award of Contract to Dallas Office Supply Company for Furniture and Furnishings for Water Resources Research Facilities. -- A contract was awarded to Dallas Office Supply Company, Dallas, Texas, low bidder, in the amount of \$27,036.48, for furniture and furnishings for the Water Resources Research Facilities at the Balcones Research Center, The University of Texas at Austin. The funds to cover this contract award were included in the appropriation for these facilities and are in the Allotment Account for this project. Chairman Erwin was authorized to execute the document when it has been approved as to form by a University Attorney and as to content by Executive Vice-Chancellor Walker.
5. U. T. Austin: Allocation of Available University Fund Appropriations for Major Repair and Rehabilitation Projects for 1969-70. -- The budget for 1969-70 included an appropriation of \$300,000 for Major Repair and Rehabilitation projects at The University of Texas at Austin. Approval was given to allocate this appropriation of \$300,000 to projects as listed below. Each of these projects will be handled in conformity with the Regents' Rules and Regulations:

BUILDINGS:

| | |
|---|-------------------|
| a. Restoration and Waterproofing Buildings | \$ 15,000.00 |
| b. Building Changes for Handicapped Students | 10,000.00 |
| c. Improvement of Building Lighting Systems | 15,000.00 |
| d. Replacement of Inadequate Electric Circuits Within Buildings | 20,000.00 |
| e. Rehabilitation of Marine Science Institute Buildings | 15,000.00 |
| f. Rehabilitation of Balcones Research Center Buildings | 15,000.00 |
| g. Replacement of Worn Out Office Furniture | 20,000.00 |
| h. Replacement of Worn Out Classroom Furniture | 20,000.00 |
| i. Replacement of Roofs on Main Campus Buildings | <u>20,000.00</u> |
| Total for <u>BUILDINGS</u> | <u>150,000.00</u> |

STREETS, WALKS, AND GROUNDS:

| | |
|---|------------------|
| j. Rehabilitation of Campus Lighting | 25,000.00 |
| k. Repair, Replacement and Additions to Sidewalks | 20,000.00 |
| l. Patching and Sealcoating Streets, Lots, and Drives | 22,000.00 |
| m. Tree Surgery | 10,000.00 |
| n. Improvement of Grounds | <u>15,000.00</u> |
| Total for <u>STREETS, WALKS, AND GROUNDS</u> | <u>92,000.00</u> |

OTHER PROJECTS:

| | |
|---|---------------------|
| o. Replacement of Antiquated and Obsolete Data Acquisition and Control Equipment for Steam Distribution | 24,000.00 |
| p. Replacement of Antiquated and Obsolete Data Acquisition and Control Equipment for Air Conditioning | 24,000.00 |
| q. Extension of Communications Systems | <u>10,000.00</u> |
| Total for <u>OTHER PROJECTS</u> | <u>58,000.00</u> |
| Total for <u>ALL PROJECTS</u> | <u>\$300,000.00</u> |

- 5a. U. T. Austin: Appropriation to Office of Facilities Planning and Construction for Campus Development Plans. --An additional appropriation from the Available University Fund in the amount of \$50,000 was authorized for consultants in the Office of Facilities Planning and Construction to work on long range campus development plans for The University of Texas at Austin. This item was not on the Agenda, and it will be presented at the December meeting for ratification.
6. U. T. Austin: Music Building No. 2 Named "Music Building East". --Music Building No. 2 at The University of Texas at Austin was named "Music Building East."
7. U. T. Austin: Regents' Rules and Regulations Waived and North Classroom-Office Building Named Burdine Hall. --Section 1, Chapter VIII, Part One of the Regents' Rules and Regulations was waived and the North Classroom-Office Building at The University of Texas at Austin was named Burdine Hall.
8. U. T. Austin: Award of Contracts to Abel Contract Furniture and Equipment Company, Inc., Macey-Fowler, Inc., Foley's, A Division of Federated Department Stores, Inc., Stewart Office Supply Company, Standard Wood Products Corporation, A Division of NII Laboratory Furniture, Inc., Estey Corporation, and Library Bureau, Division of Remington Rand Division, Sperry Rand Corporation for Furniture and Furnishings for the Lyndon Baines Johnson Library and East Campus Library and Research Building (Sid W. Richardson Hall). --For furniture and furnishings for the Lyndon Baines Johnson Library and the Sid W. Richardson Hall (East Campus Library and Research Building), contracts were awarded to the low bidder as follows and authorization was given to the Chairman of the Board to sign the documents when they have been approved as to form by a University Attorney and as to content by Executive Vice-Chancellor Walker.

10-31-69

OCT 31 '69

463

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| Base Proposal No. 1 - Desks, Cabinets, and Sofas Abel Contract Furniture and Equipment Company, Inc., Austin, Texas | \$ 359,864.00 |
| Base Proposal No. 2 - Office Chairs Macey-Fowler, Inc., New York, New York | 48,157.75 |
| Base Proposal No. 3 - Custom Chairs Foley's, A Division of Federated Department Stores, Inc., Houston, Texas | 73,668.27 |
| Base Proposal No. 4 - Classroom Chairs Stewart Office Supply Company, Dallas, Texas | 15,538.70 |
| Base Proposal No. 5 - Library Equipment Standard Wood Products Corporation, A Division of NII Laboratory Furniture, Inc., Hicksville, New York | 144,278.00 |
| Base Proposal No. 6 - Steel Bookstacks Estey Corporation, Red Bank, New Jersey | 319,964.00 |
| Base Proposal No. 7 - Custom Carrels and Tables Library Bureau, Division of Remington Rand Division, Sperry-Rand Corporation, Austin, Texas | 179,344.35 |
| Base Proposal No. 8 - Carpeting Foley's, A Division of Federated Department Stores, Inc., Houston, Texas | <u>98,280.00</u> |
| Total Contract Awards | <u>\$1,239,095.07</u> |

Sufficient funds have been appropriated to cover these contract awards and are available in the Allotment Account for the project.

9. U. T. El Paso: Appointment of N. G. Coleman, El Paso, Texas, as Engineer for Remodeling of Engineering Building and Appropriation Therefor. -- The following resolution was adopted:

WHEREAS, House Bill No. 2, 61st Legislature, Second Called Session, 1969, (the Appropriation Bill for 1969-71) includes an appropriation of \$352,000 to "remodel the Engineering Building, including air conditioning, renovation, and painting the interior and exterior"; and

WHEREAS, the firm of N. G. Coleman, Engineers, El Paso, Texas, prepared the plans and specifications for the remodeling of five existing buildings at The University of Texas at El Paso and is familiar with the existing buildings on the campus:

BE IT RESOLVED, That the firm of N. G. Coleman, Engineers, El Paso, Texas, be appointed to prepare the plans and specifications for the remodeling of the Engineering Building at U. T. El Paso and that an appropriation of \$20,000 be authorized from the Legislative appropriation of \$352,000 to cover the engineer's fees through the working drawing stage; and

BE IT FURTHER RESOLVED, That Chairman Erwin be authorized to execute a contract with N. G. Coleman, Engineers, El Paso, Texas, when it has been approved as to form by a University Attorney and as to content by Executive Vice-Chancellor Walker.

10. U. T. El Paso: Appointment of Gaynor and Sirmen, Inc., Dallas, Texas, to Design Electrical Distribution System (Phase II) and Appropriation Therefor. --With respect to The University of Texas at El Paso, the following resolution was adopted:

WHEREAS, House Bill No. 2, 61st Legislature, Second Called Session, 1969, (the Appropriation Bill for 1969-71) includes an appropriation of \$450,000 for an Electrical Distribution System, Phase II at The University of Texas at El Paso; and

WHEREAS, The firm of Gaynor and Sirmen, Inc., Dallas, Texas, is familiar with the utility problems on the Campus at U. T. El Paso, having prepared plans and specifications for other electrical distribution work on the Campus:

BE IT RESOLVED, That the firm of Gaynor and Sirmen, Inc., Dallas, Texas, be appointed to prepare the plans and specifications for the Electrical Distribution System, Phase II at U. T. El Paso and that an appropriation of \$25,000 be authorized from the Legislative appropriation of \$450,000 to cover the engineer's fees for the project; and

BE IT FURTHER RESOLVED, That Chairman Erwin be authorized to execute a contract with Gaynor and Sirmen, Inc., Dallas, Texas, when it has been approved as to form by a University Attorney and as to content by Executive Vice-Chancellor Walker.

11. U. T. El Paso: Fill Material for Arroyo between Schuster and Heisig Streets from Interstate Highway 10 to Prospect Street and Authorization to Install Drain Pipe in Arroyo and Appropriation Therefor. --Since The University of Texas at El Paso has received from the City of El Paso a commitment of 150,000 cubic yards of fill material from the excavation of the construction of the City's Civic Center, it was resolved:

a. That this material be used to fill the arroyo between Schuster and Heisig Streets from Interstate Highway 10 to Prospect Street;

b. That the Administration be authorized to install a 14 foot drain pipe in this arroyo before using the material and that \$50,000 be appropriated from Unallocated Plant Funds of U. T. El Paso for this purpose; and

c. That the Executive Director of the Office of Facilities Planning and Construction be authorized to prepare plans and specifications for the installation of the drain pipe and to call for bids therefor to be presented to the Board or to the Executive Committee for consideration at a later date.

12. U. T. Arlington: Additional Appropriation for Teaching Equipment for the Business-Life Science Building. --An appropriation of \$155,000 was authorized from Unallocated Proceeds of Local Funds at The University of Texas at Arlington to provide for classroom and laboratory teaching equipment for the Business-Life Science Building. This will make available \$225,000 for this purpose, \$70,000 being available in the original allocation of \$225,970 for movable furniture and furnishings. It was authorized that this equipment be purchased by issuance of purchase

10-31-69

orders by U. T. Arlington after approval by the Office of Facilities Planning and Construction and in accordance with the Regents' revised policy for purchase of furniture and equipment for new construction projects adopted March 8, 1968.

13. U. T. Arlington: Authority to Execute Contracts for the Purchase of the Ruby Ray Swift Elementary School Property of Arlington Independent School District and Related Matters and Appropriation Therefor. --The following resolution was adopted with respect to the purchase of Ruby Ray Swift Elementary School property for The University of Texas at Arlington:

WHEREAS, The Board of Regents at its meeting on June 16, 1967, authorized the purchase of the Ruby Ray Swift Elementary School property of the Arlington Independent School District, Arlington, Texas for The University of Texas at Arlington; and

WHEREAS, The Regents further authorized the conveyance by the Board of Regents of The University of Texas System, as a construction site for a new elementary school, an amount of land equal in value to the land to be acquired:

BE IT RESOLVED, That an appropriation be authorized in an amount of \$300,000 from the Unappropriated Ad Valorem Tax Bond Funds of U. T. Arlington to cover the purchase price of the facilities on the land to be acquired and closing costs including survey charges and costs for the extension of sewage facilities; and

BE IT FURTHER AUTHORIZED, That the Board convey to the Arlington Independent School District that certain land on the Southeast corner of the intersection of Fielder Road and the proposed extension of Mitchell Street, the exact description and configuration to be determined by a survey at a later date and reported for the record; and

BE IT FURTHER RESOLVED, That (1) the possession of the school building be reserved by the Arlington Independent School District until a new school building has been completed, (2) that the Swift School facilities be available to U. T. Arlington by the Fall of 1970 and (3) that the Chairman of the Board be authorized to execute a contract of sale and a warranty deed and take such other steps as may be necessary to consummate this transaction after such contract of sale, deed, and other documents have been approved as to form by a University Attorney and as to content by Executive Vice-Chancellor Walker.

14. Dallas Medical School: Appointment of Gaynor and Sirmen, Inc., Dallas, Texas, As Engineers to Redesign the Air Conditioning System in Hoblitzelle Building and Appropriation Therefor. -- The firm of Gaynor and Sirmen, Inc., Dallas, Texas, was appointed as Engineer to redesign the air conditioning system of the Hoblitzelle Building (constructed in 1958) at The University of Texas (Southwestern) Medical School at Dallas and to prepare

the plans and specifications therefor for presentation to the Board of Regents for approval at a later date. The fee for this service is to be based on hourly rates submitted to and approved by the Executive Director of the Office of Facilities Planning and Construction. The Chairman of the Board was authorized to execute the contract with Gaynor and Sirmen, Inc., when it has been approved as to form by a University Attorney and as to content by Executive Vice-Chancellor Walker.

For this redesigning and plans and specifications, an appropriation of \$18,000 was made from the Unappropriated Balance of the Dallas Medical School.

15. Dallas Medical School: Approval of Relocation of Easement to Sinclair Pipeline Company (Dated April 1933) and Appropriation Therefor. -- The following resolution was adopted:

WHEREAS, An easement was granted to Sinclair Pipeline Company in 1933 (prior to Dallas Medical School being a part of The University of Texas System) for a pipeline running directly across what is now the campus of The University of Texas (Southwestern) Medical School at Dallas; and

WHEREAS, This easement will be beneath new buildings under construction and to be constructed on the Dallas Medical School campus:

BE IT RESOLVED, That a new easement be granted to Sinclair Pipeline Company which will relocate the pipeline around the perimeter of the campus and in the area desired by the University; and

BE IT FURTHER RESOLVED, That the Chairman of the Board be authorized to execute the new easement when it has been approved as to form by a University Attorney and as to content by Executive Vice-Chancellor Walker; and

RESOLVED FURTHER, That an appropriation of \$16,000 be authorized from the Unappropriated Balance of the Dallas Medical School to cover the cost of relocating this pipeline.

16. Dallas Medical School: Approval of Plans and Specifications for Rerouting of Storm Sewers, Sanitary Sewers, and Water Lines and Appropriation Therefor. -- Approval was given to:

(1) The plans and specifications for rerouting of storm sewers, sanitary sewers and water lines at The University of Texas (Southwestern) Medical School at Dallas which have been prepared by Raymond L. Goodson, Consulting Engineer

(2) Executive Director of the Office of Facilities Planning and Construction to advertise for bids

10-31-69

OCT 31 '69

467

(3) A special committee (consisting of Chairman Erwin, Regent Peace, Executive Vice-Chancellor Walker, Executive Director Palmer and Dean Sprague) to award a contract for this project.

(4) An appropriation of \$300,000, \$224,000 to come from Permanent University Fund Bond Proceeds and \$76,000 to come from Dallas Medical School Unappropriated Balance to cover the cost of the project.

It was the opinion of System Administration that this project would be sufficient to take care of future expansion and particularly of drainage across Harry Hines Boulevard.

17. Dallas Medical School: Approval of Lease of Additional Space at 2700 Stemmons Expressway for the Division of Family Planning. -- Approval was granted to lease an additional 221 square feet of space at 2700 Stemmons Expressway for the Division of Family Planning in the Department of Obstetrics and Gynecology at The University of Texas (Southwestern) Medical School at Dallas for a period of 26 months, beginning November 1, 1969. The rental for this lease will be \$110.50 per month or at the rate of \$0.50 per square foot per month payable from funds in the Family Planning Project Fund, Children's Bureau Project 746. Executive Vice-Chancellor Walker was authorized to execute a lease agreement in accordance with these terms when it has been approved as to form by a University Attorney and as to content by Dean Sprague.
18. San Antonio Dental School and San Antonio Nursing School: Authorization to Remodel Space in the San Antonio Medical School, Appointment of Architects, and Appropriation Therefor. --With respect to The University of Texas Dental School at San Antonio and The University of Texas (Clinical) Nursing School at San Antonio, the following resolution was adopted:

WHEREAS, Pursuant to House Bill No. 79, 61st Legislature, R. S., 1969, San Antonio was chosen as the site for The University of Texas Dental School; and

WHEREAS, The University of Texas (Clinical) Nursing School at San Antonio was authorized by House Bill No. 75; and

WHEREAS, It is necessary to provide space for these two schools in order for them to be placed in operation by the fall of 1970 and to provide space for these operations before the construction of buildings therefor can be completed:

BE IT RESOLVED, That:

- (1) uncompleted space at the sub-level in the existing San Antonio Medical School building be used, by completing and partitioning approximately 22,000 square feet of space in this area;

- (2) the firms of Bartlett Cocke and Associates and Phelps and Simmons and Associates, San Antonio, Texas, be appointed jointly as Architects for this project, with authorization to proceed with the preparation of working drawings and specifications to be presented to the Board for approval at a later meeting with authorization to the Chairman of the Board to execute the contract with the Architects when it has been approved as to form by a University Attorney and as to content by Executive Vice-Chancellor Walker; and
- (3) an appropriation of \$350,000 be made from the Legislative appropriation for the San Antonio Dental School and the San Antonio (Clinical) Nursing School to cover the cost of this project.

The foregoing resolution was adopted with the understanding that after the appropriation of \$350,000 from the Legislative Appropriation of the School of Nursing and the Dental School for the 1969-71 biennium that sufficient monies would remain in the Legislative Appropriation or be provided from other sources to complete the working drawings for the proposed dental school.

19. Galveston Medical Branch: Award of Contract to Central Energy Corporation, Dallas Texas, for Central Heating and Chilled Water Plant (Service Agreement, Lease Agreement, and Bill of Sale). -- For the construction and operation of a Central Heating and Chilled Water Plant at The University of Texas Medical Branch at Galveston, a contract was awarded to Central Energy Corporation, Dallas, Texas, the low bidder. Stone and Webster, Management Consultants, Inc., New York, New York, concluded that the bid of Central Energy Corporation is the low bid, being approximately 29% under the next higher bid. Chairman Erwin was authorized to sign the following instruments in connection with the award of the contract to Central Energy Corporation when such instruments have been approved as to form and as to content by the appropriate officials indicated on each instrument:

- (1) Service Agreement, Pages 35-45
- (2) Lease Agreement (Exhibit C to Service Agreement), Pages 46-47
- (3) Bill of Sale, Pages 49-54

10-31-69

SERVICE AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 1969, by and between CENTRAL ENERGY CORPORATION hereinafter sometimes referred to as "Seller" and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM for the use and benefit of The University of Texas Medical Branch at Galveston, hereinafter sometimes referred to as "Board,"

WITNESSETH:

WHEREAS, Board desires that central plant services be provided to furnish chilled water and steam to the distribution system serving buildings constituting The University of Texas Medical Branch at Galveston; and

WHEREAS, Seller represents to Board that it has the requisite resources, experience, skill and personnel properly to serve Board in the capacities specified below, and Board in reliance on such assurances is willing to contract to obtain chilled water and steam from Seller, to transfer ownership of the existing chilled water plant, and permit expansion of the plant in a manner generally in accordance with Exhibit B, attached hereto.

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

1. Purchase of Existing Central Plant. Seller hereby agrees to purchase from Board the present central plant facilities described in Exhibit A, attached hereto, excluding land for the sum of \$1,750,000.00, said amount to be due and payable upon execution of an appropriate Bill of Sale transferring title and ownership of said plant and equipment. The Bill of Sale shall be executed simultaneously with this agreement. Board agrees to lease to seller all of the land now utilized by the present central plant and the additional land required for the plant expansion shown in Exhibit A attached hereto. Seller agrees to provide chilled water and steam on a continuous basis in accordance with the requirements of the Board's load up to the capacity of the Seller's plant, such capacity being in accordance with requirements herein for existing and expanded facilities. Board agrees that during the term of this agreement it will not provide or otherwise obtain chilled water and steam from any other source for those buildings shown on Exhibit D attached hereto.
2. Construction of Addition to Central Plant. Seller hereby agrees to construct an addition to the central plant to provide chilled water and steam to serve the expanded requirements of The University of Texas Medical Branch at Galveston. Exhibit B attached hereto and made a part of this agreement shall be followed in principle for the expansion of the plant. Before any construction is begun or any commitments made as to materials or labor on the central plant, all plans and specifications shall be reviewed and approved by the Board or its duly authorized representative and Seller shall submit evidence of having obtained a good and sufficient performance and payment bond guaranteeing construction of the project. Board shall also be furnished a mutually agreed cost estimate of such construction for review and such construction shall not be encumbered beyond the cost estimate. There is also reserved by Board the right to place an inspector on the job at any time. Changes in construction involving any deviation from the approved plans and specifications either in scope of work or cost of construction shall be done only with written approval of Board or its duly authorized representative.
3. Design Criteria. The expanded central plant shall be designed and constructed to serve the existing and planned (Exhibit A) distribution lines serving the buildings of The University of Texas Medical Branch at Galveston and other facilities as may be approved by the Board. The

10-31-69

OCT 31 '69

470

central plant shall be of masonry construction and of a design to harmonize with the present building on the site. The cooling towers shall be located on the roof and enclosed with masonry screen. Delivery points for services shall be at points on the lease boundary convenient to Board distribution systems.

The initial plant expansion shall include chilled water refrigeration machines to increase the present plant capacity of 4,205 tons to a firm capacity of 7,000 tons with the largest refrigeration machine out of service. All future refrigeration machines will be centrifugal or absorption type. All future centrifugal machine prime movers will be steam turbines or electric motors. Minimum size of future machines will be 2,000 ton for centrifugals and 1,000 ton for absorbers. Future machines or machine combinations will be rated at 38° F output from a 50° F supply. Design may allow for chilled water temperature at point of delivery to rise to 42° F when largest machine is out of service at 7,000 ton cooling demand. Chilled water circulation pumps will operate at pressure differentials sufficient to overcome distribution system pressure losses up to a maximum of 100 psi. Circulation within the buildings shall be responsibility of Board.

The initial boiler installation shall consist of a minimum of two boilers, each with a capacity not less than 90,000 lbs. of steam per hour available for delivery to the distribution lines on winter peak demands. Plant equipment utilizing steam shall not create coincident loads on two boilers that will reduce either boiler's capability of furnishing 90,000 lbs/hour of 125 psi steam to the steam distribution lines when outside air temperatures are below 40° F or furnishing 50,000 lbs/hour of 125 psi steam to the steam distribution lines when outside air temperatures are above 60° F. Plant arrangement shall provide for operation of one boiler in event of loss of primary fuel or electricity. Plant construction shall include relocation of any electrical wiring or apparatus serving buildings other than the central plant. Plant utility metering shall be separated to provide separate services for loads other than the plant.

4. Commencement of Construction; Ground Lease. Seller agrees to commence construction of the expansion of the said central plant upon the leased lands of the Board described herein within a reasonable time from the date of this agreement. Seller will obtain from its contractors a performance and payment bond assuring Seller of completion of the project in sufficient time to commence providing full services from the expanded facility as herein described no later than March 1, 1971. Should Seller permanently abandon the construction of said plant, title to all improvements shall vest in Board.

As a part of the consideration of this agreement Board agrees to lease to Seller a tract of land within the site and at the location shown on Exhibit A attached hereto of approximately 42,000 square feet, upon which Seller will erect the central plant building addition and install the central plant equipment. The parties hereby agree to execute on the date hereof a lease agreement, a copy of which is attached hereto as Exhibit C, reflecting the terms and conditions under which said land is to be used.

5. Term. This agreement shall be for a primary term ending August 31, 1996. Seller shall have the stage of construction so advanced that the central plant expansion shall have been substantially completed, tested and placed in operation not later than March 1, 1971. Seller shall notify Board in writing as soon as the expansion of the central plant has been substantially completed, tested, and placed in operation.

6. Quantity and Quality of Services. Chilled water shall be circulated continuously to the delivery points at a normal temperature of 38° F (Plus or minus 1/2° F), at pressures not exceeding 140 psig, and

10-31-69

at circulation rates necessary for compatibility with building systems designed for 42° F supply water and 8° F to 10° F temperature rise at full load. Chilled water system static pressure will be maintained high enough to prevent draining of lines in highest building in event of temporary loss of pumping pressure. Suitable water treatment will be maintained for control of scale, corrosion and biological growth.

Steam, dry and saturated, shall be available continuously at the delivery points at a minimum pressure of 135 psig but not exceeding 150 psig. Superheating will not be required but may be accepted up to 100° F above saturation temperature. Boiler design shall provide for delivery point steam quality of 100% and water treatment shall include makeup water demineralization and treatment adequate to maintain P.H. of condensate within limits of 6.8 to 7.5.

Water treating procedures and limits of control shall be submitted at appropriate intervals to the Director of the Physical Plant at Galveston for review and approval. Such approval shall not be unreasonably withheld.

Control air shall continue to be furnished to the five buildings presently served from the central plant until Board installs separate facilities.

7. Return of Chilled Water and Steam. Board shall be responsible for the return to the circulation system of all chilled water and condensate from the steam as follows:

(a) Board shall endeavor to return all chilled water delivered.

(b) Board shall endeavor to return steam condensate at a maximum temperature of 200° F and at a pressure sufficient to enter Seller return lines but not in excess of 50 p.s.i. Seller return lines shall be designed and operated so as to permit such entry under all usual operating conditions. The necessary mixing valves, control systems, pumps and regulators in the circulation system of the buildings served shall be installed by Board at its sole expense. The design of such equipment shall provide for the automatic return of the steam condensate within the prescribed limits. If Board shall fail to return chilled water or steam condensate as herein provided, it shall pay a charge of \$1.35 per thousand gallons for each thousand gallons of steam condensate, or chilled water in excess of a total of 30 thousand gallons, not returned to Seller during any month.

8. Metering Equipment; Point of Delivery. Equipment for measuring and metering the chilled water, steam, and steam condensate delivered or returned from the central plant shall be located within the boundaries of the lease. Delivery points to the distribution system will be at the boundary of the land lease. Accuracy of meters shall be within 1/2% at all normal conditions of flow and temperature difference.

9. Verification of Metering. Board shall have access at all reasonable times to metering equipment and all instruments used in determining the measurement of the contract units of chilled water, steam and steam condensate, but the reading, adjustment and maintenance thereof shall be performed only by representatives of Seller. Upon request of Board, Seller shall submit to Board its records and readings of such meters and measuring equipment, and a representative of Board may, at the request of Board, be present when periodic tests or adjustments are made of such meters and measuring equipment; and Seller shall give reasonable notice of its intention to make such test or adjustments. Board, through a representative, shall have the right at reasonable times to have its representatives test the accuracy of such meters and measuring equipment, and if upon any test of the meters or measuring equipment by Board or by Seller any of such meters or measuring equipment is found to be inaccurate by 1/2% or more, such meter or measuring device

10-31-69

OCT 31 '69
472

shall be promptly corrected, and payments based upon such inaccurate registration shall be corrected for the period during which said inaccuracy is known to have existed, but in case such period is not known or agreed upon, then for a period extending back for one-half of the lapsed time since the previous test of the accuracy of such meter or measuring equipment. Adequate plant records will be maintained so that calculations of energy usage by the plant records may be used to verify metering or for billing purposes when mutually agreed.

10. Rates for Chilled Water. Prior to completion of expansion of facilities, Board shall pay Seller for producing, furnishing, and circulating chilled water by means of a commodity charge imposed in accordance with the following schedule:

\$.0791 per ton hour for the first 500,000 ton hours per month
\$.0117 per ton hour for all additional ton hours per month

Subsequent to completion of facility expansion, as evidenced by a completion certificate from Board or its authorized representative, Board shall pay Seller for producing, furnishing, and circulating chilled water by means of a commodity charge imposed in accordance with the following schedule:

\$.0457 per ton hour for the first 750,000 ton hours per month
\$.0269 per ton hour for the next 750,000 ton hours per month
\$.0105 per ton hour for the next 1,000,000 ton hours per month
\$.0098 per ton hour for all additional ton hours per month
One "ton hour" is defined as 12,000 BTU of energy for a period of one hour.

Commodity charges will not be subject to state or local sales taxes but will be increased or, as the case may be, decreased from time to time as follows:

(a) For the refrigeration produced using steam turbines or absorption chillers, \$.0003 per ton hour for each cent by which the average annual cost to Seller per million BTU of the fuel utilized in the central plant systems varies from 25.92 cents per million BTU.

(b) For the refrigeration produced using electric motor-driven chillers, \$.0014 per ton hour for each one-tenth cent by which the average annual cost to Seller per kilowatt hour (KWH) of electrical energy, including cost determined on the basis of demand, varies from \$.00795 per KWH. Where electric driven chillers are not utilized the electrical cost adjustment shall be \$.00031 per ton hour per one-tenth change in cost of electrical energy including demand from \$.00795 per kilowatt hour.

(c) \$.0002 per ton hour for each two cents by which the average annual cost to Seller per thousand gallons of water utilized in the central plant system varies from 49.19 cents per thousand gallons of water.

(d) \$.0003 per ton hour for each five percent change in the average cost of labor prevailing for manufacturing employees in the Galveston labor market for the month of December of each contract year from the average cost of labor prevailing for manufacturing employees in the Galveston labor market for December, 1970. The average cost of labor prevailing for manufacturing employees in the Galveston labor market shall be determined by reference to and in conformity with the index of Gross Average Hours and Earnings in the Galveston Metropolitan Area published by the Texas Employment Commission in cooperation with the United States Bureau of Labor Statistics.

(e) By an adjustment to reflect the increase or decrease in taxes, other than income taxes, occasioned by a change in tax rates, percent assessment, or new taxes. Such adjustment shall be from a base of

10-31-69

\$56,100, and shall be computed at the end of each fiscal year of Board. Eight and one-third percent of the difference between the defined actual tax and the defined base shall be added or deducted, as the case may be, to or from the next succeeding twelve months charges for plant services. The tax adjustment to the chilled water charges shall be a percentage of the total tax adjustment that is equal to the percentage that Board's chilled water charges are to total charges to Board. If customers other than Board are served from the plant, the tax adjustment shall also be proportioned among customers according to their dollar volume of central plant services. The percentage of the total tax adjustment applied to individual customers shall be equal to the percentage the customer charges are to the total plant output charges.

Upon any adjustment to the base rate as provided in this paragraph 10, Seller shall give written notice to buyer of its computation of such adjustment not later than April 30 of each year. The adjustment shall be applied commencing with the beginning of the next succeeding fiscal year of the Board.

11. Rates for Steam. Board shall pay Seller for producing and furnishing steam to the delivery point by means of a commodity charge imposed in accordance with the following schedule.

\$2.043 per million BTU for the first 8,000 million BTU per month
 \$.965 per million BTU for the next 8,000 million BTU per month
 \$.394 per million BTU for all additional.

Such base charges will be increased or, as the case may be, decreased from time to time as follows:

(a) \$.0215 per million BTU for each one full cent by which the average annual cost to Seller per million BTU (HHV) of the fuel utilized in the central plant system allocated to the production of steam for sale varies from 25.92 cents per million BTU (HHV).

(b) \$.0042 per million BTU for each one-tenth cent by which the average annual cost to Seller per KWH of electrical energy, including cost determined on the basis of demand, varies from \$.00795 per KWH.

(c) \$.0005 per million BTU for each one cent by which the average annual cost to Seller per thousand gallons of water utilized in the central plant system varies from \$.4919 per thousand gallons of water.

(d) \$.0175 per million BTU for each five percent change in the average cost of labor prevailing for manufacturing employees in the Galveston, Texas labor market for December of each contract year from the average cost of labor prevailing for manufacturing employees in the Galveston, Texas labor market for December, 1970, such costs determined as provided in paragraph 10.

(e) By an adjustment identical with the adjustment provided in (e) of paragraph 10 hereof, except the tax adjustment to the steam charges shall be a percentage of the total tax adjustment that is equal to the percentage that Board's steam charges are to total charges to Board.

Upon any adjustment to the base rate as provided in this paragraph 11, Seller shall give written notice to the Board of its computations of such adjustment not later than April 30 of each year. The adjustment shall be applied commencing with the beginning of the next succeeding fiscal year of the Board.

12. Statements for Charges; Payment. Statements shall be rendered monthly by Seller to Board not later than the fifth business day of each month for the prior months service, and shall be payable on or before thirty days thereafter.

10-31-69

13. Ownership and Repair of Central Plant. Board shall not, by virtue of this agreement during the term hereof, acquire any interest or right in or to the central plant, central plant building, or any other equipment installed by Seller except as otherwise provided in this agreement and the lease agreement attached hereto. Seller shall repair and maintain such building, systems and equipment. If all or any part of such facilities shall at any time be destroyed or damaged so that the production or circulation of chilled water and steam is not adequate to maintain the standards herein contained, Seller shall proceed promptly to rebuild, replace and/or repair the same. Seller shall have the right, upon reasonable notice to the Director, Galveston Physical Plant, of Board, and with the approval of the Director of Galveston Physical Plant, to interrupt the supply of chilled water and steam to Board's facilities for the purposes of making any necessary repairs; but Seller shall in each instance accomplish such work at such times and in such manner as to cause as little interruption or inconvenience to the occupants of the hospital and other buildings as is reasonably possible and shall restore its facilities to operation as quickly as shall be reasonably possible under the circumstances.

14. Right of Entry. Board agrees that Seller, its agents, representatives and workmen and all persons designated by Seller shall have free ingress and egress at all times to the areas within which the central plant building is located.

15. Modification in Event of Expansion. In the event the parties hereto agree to an increase in services requiring a significant expansion of the central plant, or if Seller shall expand the central plant significantly with the approval of the Board, to serve customers other than Board, the rates for chilled water and steam and the remaining terms of this contract shall be subject to modification by agreement between the parties.

16. Encumbrances and Removal of Property. Except for financing of the initial construction and equipment for the facilities described in this agreement, Seller agrees not to further encumber any property located on the land described in Exhibit B without approval of Board; and Seller further agrees not to remove any of said property without approval of Board. Seller covenants that in financing the said initial construction and equipment it will provide for substantially level annual payments in retiring indebtedness.

17. Equipment Under Control of Board. Seller will not be responsible for insufficient cooling or heating within any building attributable to defects or inadequacy of air handling, heat exchange of other related equipment not under the exclusive control of Seller.

18. Indemnification and Insurance. Seller will indemnify and hold Board harmless from any loss, cost, damage or expense proximately resulting from the negligent performance by it of its obligations hereunder or from its violation of the covenants made by it hereunder. Seller shall be promptly notified in writing of any claim or demand for payment made on account of which Board claims that it is entitled to indemnification under this agreement; and Seller shall have a reasonable opportunity and the right to contest, at its own expense, any such claim or demand asserted against Board.

At all times during the term of this agreement Seller shall maintain in full force and effect the following insurance coverage and furnish Board continuing evidence of such coverage.

(a) Public liability insurance in an amount not less than \$100,000 per person and \$500,000 for each occurrence.

- (b) Workmen's Compensation in accordance with applicable laws.
- (c) Property Damage Liability Insurance, in an amount not less than \$100,000/\$500,000.
- (d) Property damage upon the building and contents to the extent of the highest insurable value thereof, including coverage against damage by fire, lightning, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft and land vehicles.

19. Inability to Perform. In the event the Seller becomes unable to continue the performance of services as herein provided because of their bankruptcy, insolvency, or for any reasons other than those outlined in Article 25 of this agreement, Board shall either appoint a successor plant operator or shall itself take over the operation of such plant. Under these circumstances, agreements will terminate and ownership shall vest in Board. Board will pay for current operating and maintenance expenses and retire primary indebtedness from any surplus money that is the result of plant revenues being in excess of actual operating and maintenance expense. This obligation to retire primary indebtedness would be secondary to any capital requirement necessary to restore facilities to reasonable operational order except where this expense is recovered from insurance in effect, and obligation would terminate upon full payment of the debt or date of expiration of this agreement, whichever occurs first. Primary indebtedness is defined as not more than 80% of capital cost of facilities less 4% annual depreciation. Capital cost of facilities is defined as capital cost agreements prior to construction as mentioned herein.

20. Right of Purchase. The Board shall have the option to purchase the plant for such amounts indicated below and terminate this contract on contract anniversary dates as follows:

\$4,072,000.00 on fifth anniversary date
 \$3,464,000.00 on tenth anniversary date
 \$2,657,000.00 on fifteenth anniversary date
 \$1,620,000.00 on twentieth anniversary date

Notice of intent to purchase shall precede purchase date by at least 60 days.

21. Inspection of Plant and Systems. Board will cause a semi-annual inspection to be made under the supervision of the Executive Director, Office of Facilities Planning and Construction, of the central plant.

A written report of the results of such inspection shall be given to Seller. If deficiencies are indicated in report Seller shall have a reasonable time to correct such deficiencies or request reconsideration thereof. Seller will be expected to maintain the integrity of the plant and its systems to a degree compatible with that of the facilities served from the plant.

22. Not a Public Utility. Board and Seller understand that Seller is not and will not become a "public utility," that Seller does not and will not dedicate any of its property or facilities to the public use or to any use which would cause Seller to become a public utility. Board will at no time during the term of this agreement urge or press any claim or charge that Seller is or should be a public utility, nor will Board urge any such claim after the termination of this agreement based upon any occurrence or set of facts which existed during the term of this agreement.

23. Notices. All notices and bills hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United

10-31-69

States mail, postage prepaid, if properly addressed as follows:

If to Board: The University of Texas Medical Branch
at Galveston, Galveston, Texas

If to Seller: Central Energy Corporation
2102 Proctor Street
Dallas, Texas 75235

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

24. Merger Clause; Amendments. This written agreement constitutes the whole agreement between the parties hereto, and all prior or contemporaneous oral commitments or understandings are merged herein. This agreement may be modified or amended only by an agreement in writing by each of the parties hereto.

25. Force Majure. Seller will not be responsible for any interruptions of the delivery of chilled water or steam or for the performance of any of the duties assumed hereunder by Seller due to strikes, fires, or governmental interference of order or regulation of or by any governmental authority, or acts of God, but Seller will at all times exercise the highest of diligence to have the central plant system furnish an uninterrupted supply of chilled water and steam.

26. Successor and Assigns. This agreement shall be binding upon the successors and assigns of the parties hereto. Seller may not sell or assign this agreement, without prior written consent of Board, which consent shall not be unreasonably withheld.

27. Waiver. No failure by any party hereto to enforce any of its rights hereunder shall constitute a waiver or release of any such right or affect the validity of this agreement. No waiver of any breach of this agreement shall be deemed a waiver of any other or subsequent breach.

28. Authority. The parties represent and warrant that each has legal power to enter into this agreement and that each has taken all action necessary to authorize its duly authorized officers to execute this agreement.

29. No Indebtedness Created. This agreement shall not be construed as creating an indebtedness against the State of Texas, and all obligations of the Board hereunder are subject to the availability of appropriations by the Legislature of the State of Texas; provided, however, that the failure by Board to make payments to Seller as contemplated by this agreement shall relieve Seller of the obligation to perform services hereunder until such failure is corrected, but such failure shall not otherwise terminate the obligations of the parties hereunder.

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

10-31-69

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

(Corporate Seal)

ATTEST: CENTRAL ENERGY CORPORATION
By _____
CARL P. WALLACE, PRESIDENT

ATTEST: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Secretary Chairman

APPROVED AS TO FORM: _____
University Attorney
APPROVED AS TO CONTENT: _____
Executive Vice-Chancellor for Fiscal Affairs

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared FRANK C. ERWIN, JR., Chairman of the Board of Regents of The University of Texas System, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Board of Regents of The University of Texas System.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1969.

Notary Public in and for Travis County, Texas

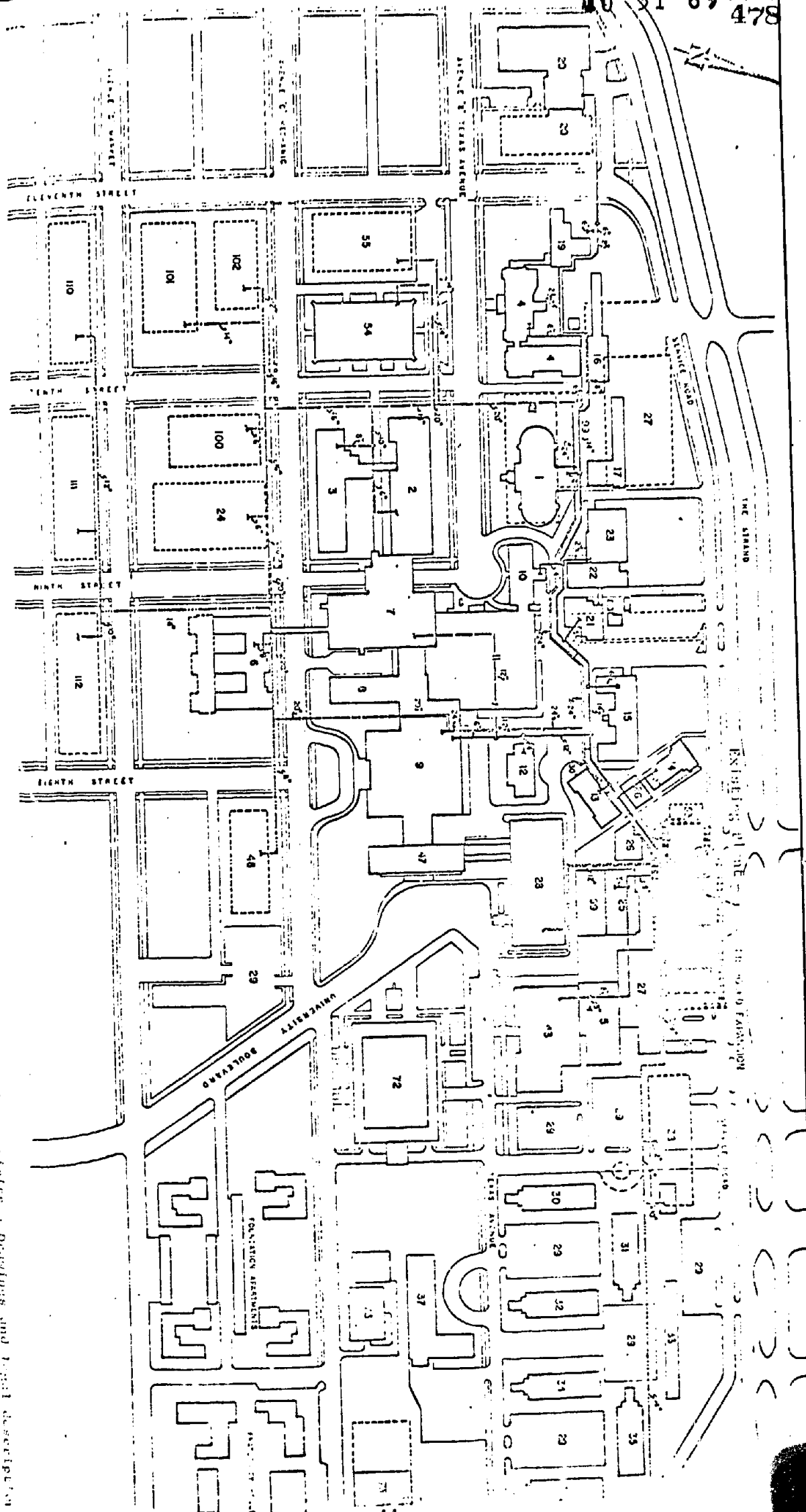
THE STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME, the undersigned authority, on this day personally appeared Carl P. Wallace, President of the Central Energy Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said Central Energy Corporation.

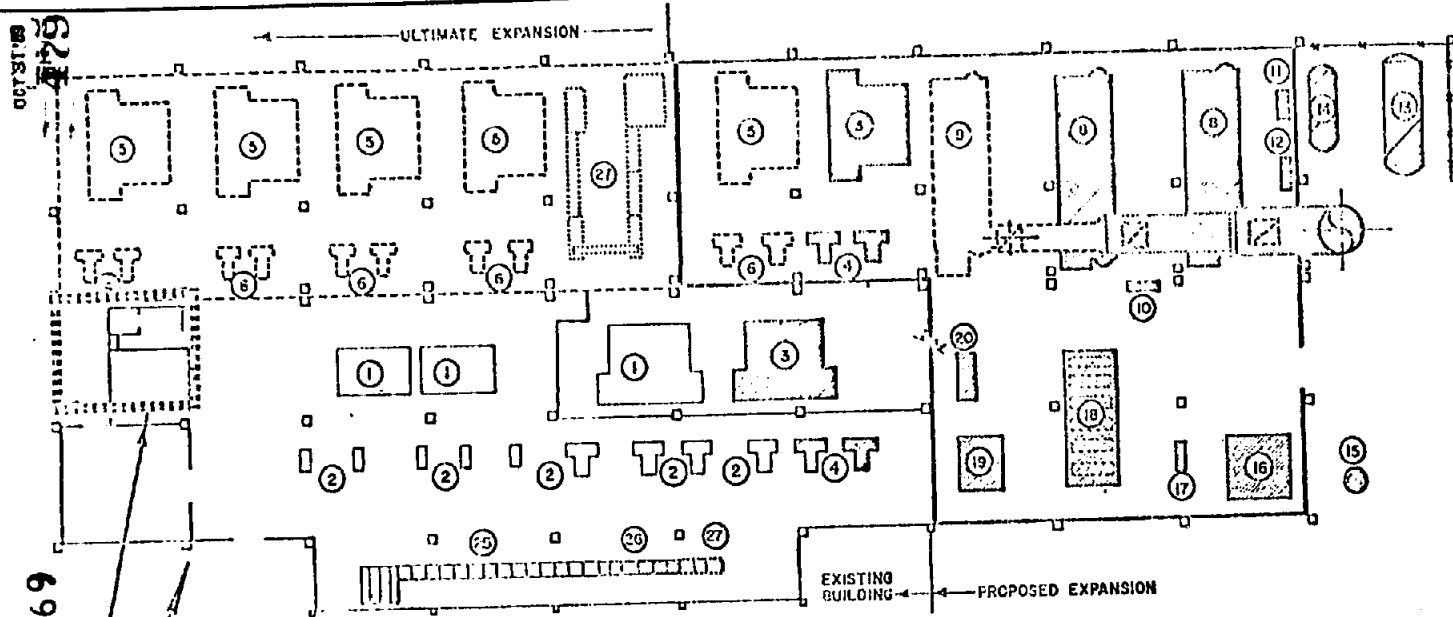
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1969.

Notary Public in and for Dallas County, Texas

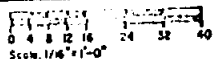
Sheet A



Drawings and text description of buildings and site plan have been checked and approved by the architect.



FLOOR PLAN



LEGEND

- ① EXISTING CHILLERS
- ② EXISTING COND WATER & CHILLED WATER PUMPS
- ③ NEW CHILLERS
- ④ NEW COND. WATER & CHILLED WATER PUMPS
- ⑤ FUTURE CHILLERS
- ⑥ FUTURE COND. WATER & CHILLED WATER PUMPS
- ⑧ NEW BOILERS
- ⑨ FUTURE BOILER
- ⑩ COMBUSTION CONTROL PANEL
- ⑪ OIL PUMP
- ⑫ SERVICE STEAM PUMP
- ⑬ BOILER BLOW DOWN TANK
- ⑭ OIL STORAGE TANK
- ⑮ ACID STORAGE TANK
- ⑯ DEMINERALIZER TRAIN
- ⑰ MAKE UP TRANSFER PUMP
- ⑱ DEAERATOR & BOILER FEED PUMPS
- ⑲ EMERGENCY GENERATOR
- ⑳ PUMP OUT UNIT
- ㉑ EXISTING COOLING TOWERS
- ㉒ EXISTING COOLING TOWERS NOW SERVING JOHN SEALY HOSPITAL
- ㉓ NEW COOLING TOWERS
- ㉔ FUTURE COOLING TOWERS
- ㉕ EXISTING ELECTRICAL SWITCHGEAR
- ㉖ NEW ELECTRICAL SWITCHGEAR
- ㉗ FUTURE ELECTRICAL SWITCHGEAR

10-31-69

Space reserved for UT

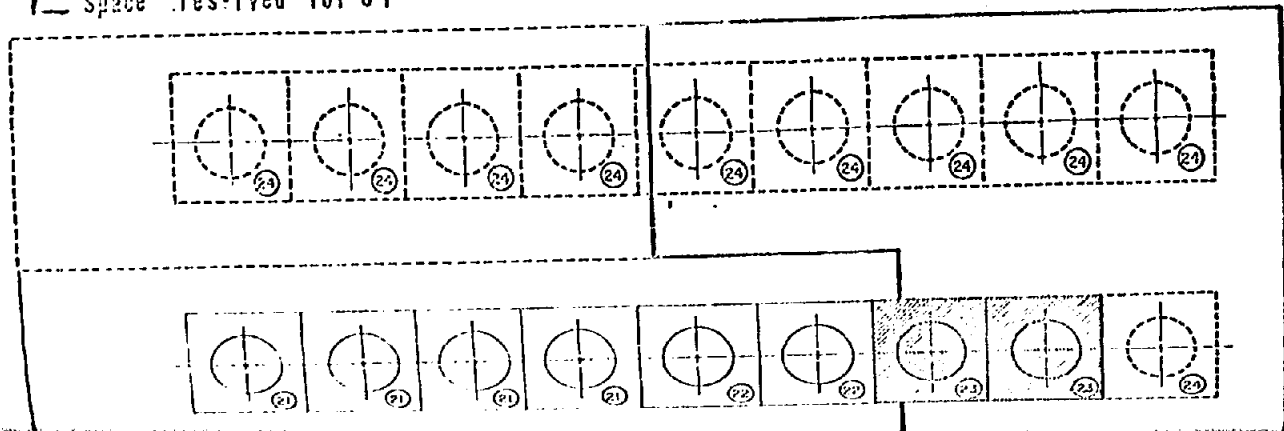


EXHIBIT B

LEASE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This AGREEMENT made and entered into this _____ day of _____, 1969, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, herein called "Lessor," and CENTRAL ENERGY CORPORATION, a Texas corporation with its principal place of business in Dallas, Texas, herein called "Lessee,"

WITNESSETH:

For and in consideration of operation and maintenance of existing central plant facilities described in Exhibit A of the service agreement and the construction, operation and maintenance of expanded facilities to furnish services to the distribution systems serving buildings constituting The University of Texas Medical Branch at Galveston, which shall revert to Lessor at the expiration of the term of this lease as herein provided, the covenants and agreements to be kept and performed by Lessee pursuant to that certain service agreement of even date herewith by and between Lessee and Lessor to which reference is here made for all purposes, and the payment by Lessee of ten dollars (\$10.00) per annum, Lessor does hereby lease unto Lessee for a term commencing on the date hereof and terminating on August 31, 1996, or such other date as may be determined under provisions of the service agreement whereby said service agreement is terminated, the tract of land described in Exhibit A of the service agreement and made a part of this lease agreement.

The following terms and conditions as to the use of the leased premises hereby granted are expressly agreed to by and between Lessee and Lessor:

1. Lessee agrees to construct an addition to the existing central water chilling and steam plant in accordance with the terms and conditions of the service agreement. Lessor agrees to furnish Lessee the necessary rights of ingress and egress to the central plant site. Lessor further agrees and hereby grants to Lessee the right to use the land as shown in Exhibit A of the service agreement and no other land for the operation and maintenance of the central plant. Lessor will retain the space indicated in such Exhibit A on the Ground Floor for purposes of monitoring and controlling the remote systems on the Campus and the mezzanine above the Control room for purposes of instrument repair. Lessee shall reconnect plant monitoring and control that may be located in this reserved space to new central facilities to be located in the plant. Lessor will use Lessee's stair for access to mezzanine and Lessee will use Lessor's toilet room facilities.

2. It is agreed and understood that title to the central water chilling and steam plant including all personal and movable property, such as compressors, boilers, cooling towers, switch gears, chillers, pumps and internal piping and all other improvements and equipment, shall vest in Lessor upon the expiration or termination of this lease.

3. Lessee shall not commit or suffer to be committed waste upon said premises, and shall keep said premises and the improvements and

equipment thereon in good order and repair and in clean, safe and health-
ful condition, and shall comply with all state, federal and local laws,
rules and regulations with regard to the use and conditions of the demised
premises and improvements and equipment thereon.

4. It is agreed and understood that Lessor shall not be liable for
any damages or injuries to any person or persons or property on account
of the occupancy, use of improvements placed on said premises by the
Lessee, its successors or assigns, and Lessee hereby agrees to indemni-
fy and hold harmless Lessor from any such liability in the manner and
to the extent provided in the service agreement.

5. Lessee shall pay, prior to delinquency, all valid charges con-
nected with the operation of said premises, including all taxes, assess-
ments and charges, general and specific, that may be levied or assessed
against Lessee by reason of its use of said premises and improvements
and equipment situated thereon. Lessee agrees that it will at all times
hold Board free and harmless and indemnify it against all claims for
labor and materials in connection with construction, alterations, re-
pair or operation of facilities.

6. This lease may be transferred or assigned by Lessee only in the
event of an assignment or transfer of the service agreement after receipt
of approval therefor from Lessor.

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

(Corporate Seal)

CENTRAL ENERGY CORPORATION

ATTEST:

By _____

CARL P. WALLACE, PRESIDENT

ATTEST:

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

Secretary

Chairman

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

University Attorney

Executive Vice-Chancellor for
Fiscal Affairs

10-31-69

OCT 31 1969

482

EXHIBIT "D"
BUILDINGS TO BE SERVED FROM CENTRAL PLANT

| Bldg. No.* | Building | Approx. Cooling Load (Tons) | Approx. Load (MBTU/HR) |
|---------------|-------------------------------------|-----------------------------------|------------------------------|
| 1 | Ashbel Smith | 80 | 1,500 |
| 2 | Keiller | 300 | 3,400 |
| 3 | Gail Borden | 350 | 2,000 |
| 4 | Graves Psychopathic Hospital | 215 | 1,500 |
| 5 | Surgical Research Laboratory | 65 | 500 |
| 6 | Rebecca Sealy | -- | 3,000 |
| 7 | Clinical Science | 650 | 20,000 |
| 8 | Children's Hospital | -- | 700 |
| 9 | John Sealy Hospital | 1,125 | 26,000 |
| 10 | Ziegler Hospital | 125 | 750 |
| 11 | John W. McCulloch Outpatient Clinic | 600 | 17,000 |
| 12 | Administration | 75 | 600 |
| 13 | Administration Annex | 60 | 400 |
| 14 | Research Laboratory | 40 | 400 |
| 15 | Randall Pavilion | 120 | 800 |
| 16 | Medical Illustration | -- | 250 |
| 17 | Animal | -- | 250 |
| 19 | Child Psychiatry | 30 | 240 |
| 21 | Physical Plant | 50 | 400 |
| 23 | Laundry | 75 | 10,000 |
| 24 | Medical Library | 250 | 1,300 |
| 25 | Carpenter and Paint Shop | 50 | 400 |
| 26 | Greenhouse | -- | 400 |
| 27 | General Stores | -- | 700 |
| 40 | Central Plant | 155 | 700 |
| 43 | Shriners Burn Institute | 450 | 5,500 |
| 54 | Basic Science | 1,800 | 26,000 |

* See Exhibit "A" for key to building numbers

10-31-69

483

BILL OF SALE

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, acting herein by and through its Chairman, Frank C. Erwin, Jr., hereunto duly authorized, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration cash in hand paid, the receipt of which is hereby acknowledged, has BARGAINED, SOLD, GRANTED, CONVEYED, and DELIVERED and by these presents does BARGAIN, SELL, GRANT, CONVEY, and DELIVER unto CENTRAL ENERGY CORPORATION of Dallas, Dallas County, Texas, free from all liens and encumbrances of any nature whatsoever, the following described property:

Being all that certain personal property situated in Galveston, Galveston County, Texas, described in Exhibit A, attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of the said property, save and except those areas to be retained by the Board of Regents of The University of Texas System which are referred to in Exhibit A and which comprise 1,168 square feet.

TO HAVE AND TO HOLD the same unto Central Energy Corporation and its successors and assigns forever.

IN TESTIMONY WHEREOF, the Board of Regents of The University of Texas System has caused these presents to be executed by its Chairman, attested by its Secretary, and the seal of The University of Texas System hereto affixed, this _____ day of _____, 1969.

ATTEST:

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

Approved as to Form:

Approved as to Content:

University Attorney

Executive Director
Facilities Planning and
Construction

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared FRANK C. ERWIN, JR., Chairman of the Board of Regents of The University of Texas System, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the Board of Regents of The University of Texas System, and that he executed the same as the act and deed of such Board for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1969.

Notary Public in and for
Travis County, Texas

CENTRAL WATER CHILLING PLANT

Size of Building:

65'-4" x 235'-0" = 15,353 sq. ft.

Mezzanine:

24'-0" x 24'-3" = 582 sq. ft.

Total Square Feet 15,935 sq. ft.

CONSTRUCTION:

Foundation: Reinforced Concrete on Piles Approx. 71' in length

Structure Framing: Reinforced Concrete Columns and Beams

Walls: Lower Floor-Structural Glazed Tile with Brick Veneer, Metal Frames with 1/4" Pol. Plate Glass (North Side) and Metal Frame with Cement Asbestos Insulation Panels (East Side). All Interior Walls are Structural Glazed Tile.

Upper Walls - Are 12" x 12" x 4" screening tile around Cooling Towers.

Floors: Color Finished Concrete

Roofing: 6" Reinforced Concrete Slab with 4" light wt. Concrete Insulating Fill and Finish Roofing of J. M. Aquadam Reflective Coating

CRANE INSIDE OF BUILDING:

Manning, Maxwell and Moore, Capacity 15 Tons,
Serial No. 21902

AREAS TO BE RETAINED BY U. T. M. B.:

| | | | |
|--------------|------------------|---|--------------------|
| Office Area | 14'-10" x 15'-9" | = | 234 sq. ft. |
| Toilet Room | 7'-8" x 15'-6" | = | 119 sq. ft. |
| Storage Area | 10'-0" x 18'-3" | = | 183 sq. ft. |
| Corridor | 5'-0" x 10'-0" | = | 50 sq. ft. |
| Mezzanine | 24'-0" x 24'-3" | = | <u>582 sq. ft.</u> |
| Total | | | 1,168 sq. ft. |

CENTRAL CHILLING PLANT EQUIPMENT

I Air Dryer

Hankinson Refrigerfilter Air Dryer, Model E 5-50
Serial # 940274

II Chemical Feeder

Hogan Chemical Feeder, Model P-1, With Precision
Pump Model #9101-21

10-31-69

III Air Compressors

Ingersoll-Rand Air Compressor, Type 30, Size 5-1/2 x 3-1/2 x 4, 440 volts, Model 71GX, Serial #201647 with after cooler, Motor Serial #123030PW East Motor Serial #650-27CW-440 volts, 10 HP

Honeywell Instrument Air Compressor-WP 210D-1047-2, Type HVBL-5030-#8470

IV Chill Water Compressors

#1-Carrier Compressor, with Hermetic Motor, Rated 1065 Tons, Model 19C-8U 6, Serial #62126021, 4160 volts, 3550 rpm, 127 amp, Lock Load 540 amp with Size 22 Cooler and Size 20 Condenser, 1065 HP

#2-Carrier Compressor, with Hermetic Motor, Rated 1065 Tons, Model 19C-8U 6, Serial #40097, 4160 volts, 3550 rpm, 127 amp, Lock Load 540 amp with Size 22 Cooler and Size 20 Condenser, 1065 HP

#3-Carrier Compressor, Rated 2125 Tons, Model #17M-44, Serial #00223, with #05197 Cooler and #10198 Condenser, 2250 HP, 4160 volts, General Dynamics Frame #806 WU, Serial #60100285 A-1 Oil Pump - Motor 1/4 HP, 1725 rpm, GE Model #51CC 37K C 188 Frame 56C 115 volts, Motor Serial #GBD

Terry Gear Reduction Type UM Gear #56123 Pinion rpm-6051 Gear Ratio 3.4186
Auxiliary Oil Pump Motor, Serial #6509, Model ABDP 1 HP 440 volts

V Acid Storage Tank

1500 Gallon Still Acid Storage Tank, with Sight Glasses

VI Acid Pump

Precision Acid Pump, Model #9021-11, Serial #6704556

VII Air Handling Units

#1-Carrier Air Handling Unit, Model 39AC 8-E 199-5-2 Serial #63060433 (Main Floor) 1-1/2 HP, 440 Volts Motor Serial #B 2

#2-Carrier Air Handling Unit, Model 39AC 8-#199-5-2, Serial #62060537 (Mezzanine) 1-1/2 HP, 440 Volts Serial Motor #C 2

#3-Carrier Air Handling Unit, Model 39AC 13-D 609, Serial #5610 E 60-#66060506 Motor Serial #3905306 440 volts 15/3.7 HP

VIII Chill Water Make Up Tank

Chill Water Make Up Tank with McDonnell-Miller Controls

10-31-69

OCT 31 '69

486

Chill Water Make Up Pump

Chill Water Make Up Pump, IR Type ICMRVN, Model AC-#C 61-6014, 10 gpm @ 210 ft., 3525 rpm, with GE 5 HP Motor, Model 5K 213 AG 1, Motor Serial #5K 213 AG 1

IX Chill Water Pumps

#1-Chill Water Pump, IR 10 ALV, Serial #0462-3093
4000 gpm @ 210 ft., 1780 RPM with GE Motor 250 HP,
32 amp Full load, Type K, Frame 8188 S, 4160 volts
Motor Serial #8343373

#2-Chill Water Pump, IR 10ALV, Serial #0462-3092
4000 GPM @ 210 ft., 1780 RPM, with GE Motor, 250
HP, 32 amp Full Load, Type K, Frame 8188-S, 4160
volts, Motor Serial #8343372

#3-Allis Chalmers Chill Water Pump, Model 109-878-603
Type Custom, 4000 gpm @ 210 ft., 1775 RPM, Size
12 x 10 x 17, Serial #8818-1306-1 Motor 250 HP,
Allis Chalmers Frame 505 US, Model 64 Type G,
Serial 7-6111-01731-1-1, 4160 volts, 31.2 amp,
Motor Serial #7-6111-01731-1-1

X Condenser Water Pump

#1-Condenser Water Pump, IR 10 AFV, Ser. 0364-202,
4000 gpm @ 125 ft., 1780 rpm, with GE Motor 150 HP,
4160 volts, 19 amp, Model 5K 815524-A 10 Motor
Serial #8343374

#2-Condenser Water Pump, IR 10 AFV, Ser. 0462-3100,
4000 gpm @ 125 ft., 1780 rpm, with GE Motor 150 HP,
4160 volts, 19 amp, Model 5K 815524-A 10, Motor
Serial #8343375

#3-Condenser Water Pump, IR 10 AFV, Serial #0462-3101,
4000 gpm @ 125 ft., 1780 rpm with GE Motor 150 HP,
4160 volts, 19 amp, Model 5K 815524-A 10 Motor
Serial #1337350

#4-Condenser Water Pump Allis Chalmers, Serial
#8818-1307-1, Model 109-803-602, Size 12 x 10 x 12,
Custom type 4000 gpm @ 125 ft. 1775 rpm, Motor 150 HP,
Allis Chalmers Frame 503 US, Model 64 Type G, Serial
#7-5103-0-1731-2-1, 4160 volts, 19.2 amp

#5-Condenser Water Pump, Allis Chalmers, Serial
#8818-1307-2, Motor Serial #7-5103-0731-2-2, Size
12 x 10 x 12, Custom type 4000 gpm @ 125 ft., 1775
rpm, Motor 150 HP, Allis Chalmers Frame 503 US,
Model 64 Type G, Serial #7-5103-0731-2-2

#6-Worthington Condenser Water Pump, For John Sealy
Hospital 10 LR-15, Serial #A 165186, 4000 gpm @
125 ft., 1770 rpm, Motor 150 HP, US - Ser. 1409294
Type H, Model SF 1-15, Frame 150 T, 4160 Volts,
18.7 amp

10-31-69

487

XI Cooling Towers

#1-Fluor 1000 ton, 4000 gallon flow #1 Cooling Tower Polystyrene filled, designed from 96° F to 88° F with 81° F. wet bulb, fibre glass basin, 60 to 15 HP, Motor 880 rpm, Allis Chalmers Frame 444 US, 440 volts, Motor Serial #1-5140-57822-1-1

#2-Cooling Tower Fluor 1000 ton, 4000 gallon flow #1, Polystyrene filled, designed from 96° F to 88° F with 81° F. wet bulb, fibre glass basin, 60 to 15 HP Motor 880 rpm, Allis Chalmers frame 444 US, 440 volts Motor Serial #1-5140-76128-1-1

#3-Cooling Tower, Fluor 1000 ton. Same as above except Fan Motor - Motor Serial #1-5139-03693-1-1

#4-Cooling Tower Fluor 1000 ton. Same as above item, Motor Serial #1-5139-03593-1-2

#5-Cooling Tower for John Sealy Hospital 1000 ton, Marley Polystyrene filled, fibre glass basin, Motor Allis Chalmers 60 and 15 HP, 1770-880 rpm, Motor Serial #1-5139-138441-1, Frame 444 US, Model 612, Type G. F., 440 volts 70 and 21 amp

#6-Cooling Tower for John Sealy Hospital, 1000 ton, Marley Polystyrene filled, fibre glass basin, Motor Allis Chalmers 60 and 15 HP-1770 RPM, Serial Motor #1-5139-13844-1-2

XII Steam Condensate Receiver and Pumps

Skidmore 2656-7 Steam Condensate Receiver and 2 Pumps #CCV-S #104 Model No. 62821 JX-3/4 HP-440 volts (East) (West) Model #62821 JX, 440 volts, 3/4 HP

XIII Honeywell Control Module for Compressor No. 1 (located in Control Room)

Chiller #1 Minn. Honeywell 1-Pen Recorder GPM, Cond. Water Flow Model #32301-6-0-0-0-0-0, Serial #56033

Chiller #1 Minn. Honeywell 2-Pen Recorder Chill Water Temp. In and Out Model #32351-6-0-0-0-0-0, Serial #56037

Associated Field Equipment located on main floor of Compressor Section

Chiller #2 Minn. Honeywell 1-Pen Recorder GPM, Cond. Water Flow Model 323-01-6-0-0-0-0-0, Serial #M 468-2719002

Chiller #2 Minn. Honeywell 2-Pen Recorder, Chill Water Temp. In and Out, Model 32351-6-0-0-0-2-1, Serial M 468271 9003 B

10-31-69

Chiller #3 Minn. Honeywell 1-Pen Recorder GPM, Cond.
Water Flow, Model 32302-6-0-0-0-2-1-0, Serial
#R 6521986013

Tower Cond. Water Make-Up - Minn. Honeywell 1-Pen
Recorder Model 32301-6-0-0-0-0-0, Serial #56031

System Chill Water GPM, Minn. Honeywell 2-Pen
Recorder Model 32351-6-0-0-0-0-0, Serial #56036

System Chill Water Make-Up, Minn. Honeywell 1-Pen
Recorder Model 32301-6-0-0-0-0-0, Serial #56030

Cond. Water-pH-Reading, Minn. Honeywell 1-Pen
Recorder Model 32301-6-0-0-0-0-0, Serial #56035

XIV Central Chilling Plant Power Panel

Shrine Burn Institute Main Circuit Breaker, Powell
Mfd. 5KV - 3 phase 3 wire Control 230 v S.O. 32507

Incoming 4160 V Main - General Electric Magne-Blast
Circuit Breaker Serial #0159 A 7191-004 Control
230 V

Metering Section

Motor Control Center Main - General Electric Mag-Blast
Circuit Breaker - Serial #0159A 7191-001, Control 230 V

12-Draw-Out Contactor, Air Break, 400 amp, 5 KV, 3
pole, General Electric Cat. No. 1C2B 14-#120 C2AA

1-Spare Section for Future Magnetic Contactor

Outside Building Main-Current Limiting Fuse Type CL

Disconnect Switch ITE

300 KVA-Dry Type Transformer General Electric 4160/480
Volts Model No. 9T 25Y 4092, Serial #CC

1/6 HP ILG Exhaust Fan Serial #19-11-012C

XV Motor Control Center

500 KVA-Dry Type General Electric Transformer 4160/480
Volts, Class AA

22-Motor Control Units with ITE Circuit Breakers and
Allen Bradley Magnetics

1. Lighting Dry Type Transformer-45KVA, 3 phase
General Electric 480/208/120 Volts, Model
#9T 23Y 3513

2. Control Dry Type Transformer-6KVA, 3 phase,
General Electric 480/208/120 Volts, Serial
#YY, Model #9T 22Y 3012

XVI Refrigerant Pump-Out System and Storage Tank

Refrigerant Pump-Out System and Storage Tank, 7-1/2
HP, 440 Volts, Serial #HA 123313, Mfd. General Electric

10-31-69

20. Public Health School: Transfer and Acquisition of Land in the Texas Medical Center for Phase I Building. -- Approval was given to accept from the Texas Medical Center a plot of land immediately west of the proposed Grant Park in the Fay Addition for The University of Texas Phase I Public Health Building (ultimately to house the Graduate School of Biomedical Sciences). This is an area of approximately 250 feet by 140 feet bordered by the proposed Grant Park, Holcombe Boulevard, the easement for the extension of Bertner Street in the Fay Addition and the area reserved for Phase II of The University of Texas School of Public Health.

This land was accepted in accordance with the usual policy of the Texas Medical Center, that is, not deeding the land until a construction contract is ready to be let. It is understood that Phase I Building will be set back at least 15 feet from the Bertner Street extension easement, at least 20 feet from the Grant Park, and at least 50 feet from Holcombe Boulevard.

21. Public Health School: Approval of Preliminary Plans for Phase I Building; Appropriation of Additional Architect's Fees; and Status of Phase II. -- With respect to Phase I Building for The University of Texas Public Health School at Houston, the following resolution as adopted:

WHEREAS, The preliminary plans and outline specifications for a building for The University of Texas Public Health School at Houston (Phase I), have been prepared by Joiner, Coburn, and King, Architects on the project; and

WHEREAS, These plans and specifications have been approved by Doctor Stallones and System Administration; and

WHEREAS, An appropriation of \$800,000 has been made for this project and since this appropriation was made it has been decided that this will be a permanent rather than a temporary building and it will have a foundation to support a six-story building and additional elevator shafts for future expansion; and it is estimated that it will cost approximately \$1,200,000:

BE IT RESOLVED, That:

- (1) the preliminary plans and specifications for a building for The University of Texas Public Health School at Houston (Phase I) be approved, and
- (2) an additional appropriation of \$18,000 be made to the Architect's fees from the Allotment Account for the project to cover the cost of the Architect's fees through the working drawing stage.

Doctor Stallones reported that the application for funds for the Phase II Building for the use of the Public Health School is in Washington and will likely be acted on by the middle of December 1969.

10-31-69

490

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 56-67). --
In the absence of Committee Chairman Ikard, Chairman Erwin presented
the actions of the Land and Investment Committee as set out on Pages 56-67.
Without objection, these actions were ratified. The Vice-Chancellor for
Investments, Trusts and Lands was authorized to execute all necessary
instruments relating to real estate or mineral interests held or controlled
by the Board of Regents as a part of the Permanent University Fund or as
a part of any Trust or Special Fund when such instruments are approved
by the appropriate official.

I. Permanent University Fund

A. Investment Matters

1. Reports of Clearance of Monies to Permanent University Fund and Available Fund (a) for 1968-69 (b) September 1969. --(a) The following report with respect to monies cleared by the General Land Office to the Permanent University Fund and Available Fund for the fiscal year ending August 31, 1969, was received:

| | August, 1969 | Cumulative This Fiscal Year | Cumulative Preceding Fiscal Year (Averaged) |
|---|------------------------|-----------------------------|---|
| <u>Permanent University Fund</u> | | | |
| Royalty - Oil | \$ 1,572,576.63 | \$ 15,110,314.67 | \$ 15,445,267.92 |
| Gas - Regular | 91,695.23 | 1,093,201.63 | 1,068,276.84 |
| - F.P.C. | 4,574.31 | 434,538.68 | - 0 - |
| Water | 15,339.73 | 114,903.22 | 110,057.64 |
| Salt Brine | 1,502.96 | 14,964.05 | 13,250.40 |
| Rental on Mineral Leases | (3.93) | 296,002.15 | 232,492.80 |
| Rental on Water Contracts | 2,063.50 | 5,274.96 | 1,047.96 |
| Rental on Brine Contracts | - 0 - | 200.00 | - 0 - |
| Amendments and Extensions of Mineral Leases | - 0 - | 495,364.45 | 166,722.84 |
| | <u>\$ 1,687,748.43</u> | <u>\$ 17,564,763.81</u> | <u>\$ 17,037,116.40</u> |
| Bonuses, Mineral Lease Sales (actual) | - 0 - | 3,507,800.00 | 4,476,650.00 |
| <u>Total - Permanent University Fund</u> | <u>\$ 1,687,748.43</u> | <u>\$ 21,072,563.81</u> | <u>\$ 21,513,766.40</u> |
| <u>Available University Fund</u> | | | |
| Rental on Easements | \$ 2,009.33 | \$ 381,096.83 | \$ 303,006.72 |
| Interest on Easements and Royalty | 862.07 | 2,326.39 | 390.60 |
| Corrections Fees-Easements | - 0 - | - 0 - | - 0 - |
| Transfer and Relinquishment Fees | 1,111.41 | 2,801.02 | 2,981.52 |
| <u>Total - Available University Fund</u> | <u>\$ 3,982.81</u> | <u>\$ 386,224.24</u> | <u>\$ 306,378.84</u> |
| <u>TOTAL - Permanent and Available University Funds</u> | <u>\$ 1,691,731.24</u> | <u>\$ 21,458,788.05</u> | <u>\$ 21,820,145.24</u> |

Oil and Gas Development - August 31, 1969

| | |
|----------------------------|---------|
| Acreage under Lease | 648,062 |
| Number of Producing Acres | 316,570 |
| Number of Producing Leases | 1,399 |

b. The following report with respect to monies cleared by the General Land Office to the Permanent University Fund and Available University Fund for the month of September 1969 was received:

| | September, 1969 | Cumulative This Fiscal Year | Cumulative Preceding Fiscal Year (Averaged) |
|---|------------------------|-----------------------------|---|
| <u>Permanent University Fund</u> | | | |
| Royalty - Oil | \$ 939,257.62 | \$ 939,257.62 | \$ 1,260,446.48 |
| Gas - Regular | 85,620.68 | 85,620.68 | 89,846.55 |
| - F.P.C. | 1,206.02 | 1,206.02 | 36,211.56 |
| Water | 13,210.05 | 13,210.05 | 9,575.27 |
| Salt Brine | 842.87 | 842.87 | 1,247.00 |
| Rental on Mineral Leases | 36,319.62 | 36,319.62 | 24,666.84 |
| Rental on Water Contracts | 500.00 | 500.00 | 439.58 |
| Rental on Brine Contracts | - 0 - | - 0 - | 16.67 |
| Amendments and Extensions of Mineral Leases | 6,444.52 | 6,444.52 | 41,280.37 |
| | <u>\$ 1,083,401.38</u> | <u>\$ 1,083,401.38</u> | <u>\$ 1,463,730.32</u> |
| | - 0 - | - 0 - | - 0 - |
| Bonuses, Mineral Lease Sales (actual) | | | |
| Total - Permanent University Fund | \$ 1,083,401.38 | \$ 1,083,401.38 | \$ 1,463,730.32 |
| <u>Available University Fund</u> | | | |
| Rental on Easements | \$ 27,843.30 | \$ 27,843.30 | \$ 33,688.00 |
| Interest on Easements and Royalty | 2,853.45 | 2,853.45 | 3,041.35 |
| Correction Fees-Easements | - 0 - | - 0 - | - 0 - |
| Transfer and Relinquishment Fees | 25.00 | 25.00 | 2,535.46 |
| Total - Available University Fund | \$ 30,721.75 | \$ 30,721.75 | \$ 39,264.81 |
| TOTAL - Permanent and Available University Funds | <u>\$ 1,114,123.13</u> | <u>\$ 1,114,123.13</u> | <u>\$ 1,502,995.13</u> |

| Oil and Gas Development - September 30, 1969 | |
|--|---------|
| Acreage under Lease | 648,062 |
| Number of Producing Acres | 317,060 |
| Number of Producing Leases | 1,401 |

-58-

10-31-69

492

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B. Land Matters

1. Easements and Surface Leases Nos. 2989-3011, Material Source Permit Nos. 362-363, and Assignments of Easements Nos. 1420 and 2856. --Easements and Surface Leases Nos. 2989-3011, Material Source Permits Nos. 362-363, and Assignments of Easements Nos. 1420 and 2856 were approved as follows. All are at standard rates, unless otherwise stated, and are on the University's standard forms. Payment has been received in advance unless otherwise stated. All have been approved as to form and content by the appropriate administrative officials, and the Vice-Chancellor for Investments, Trusts and Lands is authorized to execute the instruments:

EASEMENTS AND SURFACE LEASES

| No. | Company | Type of Permit | County | Location (Block #) | Distance or Area | Period | Consideration |
|------|--|--|----------|--------------------|----------------------------|--|---------------------|
| 2989 | Texas-New Mexico Pipe Line Company (renewal of 1401) | Pipe Line | Crane | 30 | 168 rds 4 1/2 inch | 9/1/69- 8/31/79 | \$ 97.44 |
| 2990 | El Paso Natural Gas Company (renewal of 1426) | Pipe Line | Crockett | 29 | 102.424 rds 4 1/2 inch | 11/1/69- 10/31/79 | 59.41 |
| 2991 | Pan American Petroleum Corporation (renewal of 1436) | Pipe Line | Andrews | 9 | 18.2 rds 2 3/8 inch | 10/1/69- 9/30/79 | 50.00 (Min.) |
| 2992 | El Paso Natural Gas Company | Pipe Line | Upton | 3 | 154.19 rds 4 1/2 inch | 9/1/69- 8/31/79 | 89.43 |
| 2993 | State Highway Department | Surface Lease (Warehouse and Storage Site) | Reagan | 11 | 6.325 acres | So long as site is used for highway purposes | No Consideration |
| 2994 | Southwestern Bell Telephone Company (renewal of 1415) | Surface Lease (Equipment Building) | Ward | 16 | Less than an acre | 8/1/69- 7/31/70 | 50.00* |
| 2995 | Warren Petroleum Corporation (renewal of 1419) | Pipe Line | Crane | 30 | 630.0 rds various sized | 11/1/69- 10/31/79 | 712.40 |

*Renewable from year to year, but not to exceed a period of ten years; consideration shown is for first year.

-59-

10-31-69

OCT 31 1969 493

Easements and Surface Leases - Continued --

| No. | Company | Type of Permit | County | Location (Block #) | Distance or Area | Period | Consideration |
|------|--|--|----------|--------------------|------------------------------|--|---------------------|
| 2996 | Phillips Petroleum Company | Pipe Line | Andrews | 9, 11, & 13 | 672.9 rds various sized | 7/1/69- 6/30/79 | \$640.92 |
| 2997 | Lo-Vaca Gathering Company | Pipe Line | Ward | 16 | 242.94 rds 24 inch | 9/1/69- 8/31/79 | 420.29 |
| 2998 | Kewanee Oil Company | Pipe Line | Crockett | 12 | 1,126.68 rds 3 inch | 10/1/69- 9/30/79 | 732.34 |
| 2999 | Lo-Vaca Gathering Company | Surface Lease (Gas Treating Plant) | Ward | 16 | 14.69 acres | 9/1/69- 8/31/70 | 220.35* |
| 3000 | Texas American Sulphur Company | Surface Lease (Sulphur Ex-tracting Plant) | Reagan | 2 | 100' x 100' | 9/1/69- 8/31/70 | 50.00* |
| 3001 | El Paso Natural Gas Company (renewal of 1428) | Pipe Line | Andrews | 1 & 9 | 175.970 rds various sized | 12/1/69- 11/30/79 | 114.38 |
| 3002 | El Paso Natural Gas Company (renewal of 1427) | Pipe Line | Andrews | 1 | 150.727 rds 3 1/2 inch | 12/1/69- 11/30/79 | 97.97 |
| 3003 | Commissioner's Court of Crockett County | Right of way & channel easements | Crockett | 39, 56 | 5.330 acres | So long as used for highway purposes | No Consideration |
| 3004 | El Paso Natural Gas Company (renewal of 1466) | Pipe Line | Crockett | 29 | 112.667 rds 4 1/2 inch | 4/1/70- 3/31/80 | 73.23 |

*Renewable from year to year, but not to exceed a period of ten years; consideration shown is for first year.

-60-

10-31-69

494

OCT 31 '69

Easements and Surface Leases - Continued --

| No. | Company | Type of Permit | County | Location (Block #) | Distance or Area | Period | Consideration |
|------|---|--|------------|--------------------|---------------------------|--------------------------------------|------------------|
| 3005 | El Paso Natural Gas Company (renewal of 1463) | Pipe Line | Andrews | 1 | 101.788 rds 4 1/2 inch | 4/1/70- 3/31/80 | \$ 66.16 |
| 3006 | Gulf Oil Corporation (renewal of 1448) | Pipe Line | Crane | 31 | 169.7 rds 4 1/2 inch | 1/1/70- 12/31/79 | 110.31 |
| 3007 | Texas Electric Service Company | Power Line | Andrews | 4, 8, 13 | 1,249.91 rds | 10/1/69- 9/30/79 | 749.95 |
| 3008 | Commissioner's Court of Schleicher County | Right of way & channel easements | Schleicher | 56 | 0.574 acres | So long as used for highway purposes | No Consideration |
| 3009 | Humble Oil and Refining Company | Surface Lease (Storage Facility and Flare Pit) | Ward | 16 | 5.227 acres | 11/1/69- 10/31/79 | 1,045.40 (Full) |
| 3010 | Pan American Petroleum Corporation (renewal of 1437) | Surface Lease (Tank Battery) | Andrews | 9 | 5 acres approximately | 10/1/69- 9/30/70 | 100.00* |
| 3011 | Carruth Trucking Company | Surface Lease (Salt Water Disposal) | Andrews | 1 | 2 acres | 10/8/69- 10/7/70 | 500.00** |

*Renewable year to year, but not to exceed a period of ten years; consideration shown is for first year.
 **Renewable year to year, but not to exceed a period of five years; consideration shown is for first year.

-61-

10-31-69

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495

| <u>MATERIAL SOURCE PERMITS</u> | | County | Location | Quantity | Consideration |
|--------------------------------|--------------------------|------------|----------|----------------------------|---------------|
| No. | Grantee | | | | |
| 362 | Weaver, Inc. | Ward | Block 16 | 3,264 cubic yds caliche | \$946.56 |
| 363 | Texas Highway Department | Schleicher | Block 57 | 4,482 cubic yds borrow | 89.64 |

ASSIGNMENT OF EASEMENTS

| No. | Assignor | Assignee | Type of Permit | County | Location | Distance | Period | Consideration |
|------|----------------------------------|------------------------------|----------------|----------|----------|--------------------------|---------------------|---------------|
| 1420 | Continental Pipe Line Company | Navajo Refining Company | Pipe Line | Hudspeth | Block A | 672.06 rds 6 5/8 inch | 10/1/59- 9/30/69 | \$25.00* |
| 2856 | Darmac Corporation | Pecos Growers Oil Company | Pipe Line | Pecos | Block 20 | 492.8 rds 4 1/2 inch | 2/1/69- 1/31/79 | 25.00* |

*Assignment Fee.

-62-

10-31-69

OCT 31 1969
496

10-31-69

2. PUF: Surface Lease No. 3012 (Out of Section 24, Block L, University Lands, El Paso County, Texas) to Lower Valley Oil Company, Inc. -- Authorization was given to Vice-Chancellor Shelton to grant a Surface Lease (No. 3012) to the Lower Valley Oil Company, Inc., for a term of 20 years from November 1, 1969, to October 31, 1989, covering a tract 150 feet by 300 feet, out of Section 24, Block L, University Lands, El Paso County, Texas, with the annual rental rate therefor to be as follows:

| | | |
|--------|---------------|--------|
| First | 5 year period | \$ 900 |
| Second | 5 year period | 1,200 |
| Third | 5 year period | 1,500 |
| Fourth | 5 year period | 1,800 |

3. PUF: Agreement with the Texas Gulf Sulphur Company as to Development Requirements on Sulphur Mining Leases Nos. S-11 through S-15, Pecos County, Texas. --The following resolution was adopted:

WHEREAS, As of December 14, 1967, five sulphur leases (S-11, S-12, S-13, S-14, S-15), each covering a section of land in Pecos County, Texas, were entered into by and between the Board of Regents of The University of Texas System and Texas Gulf Sulphur Company; and

WHEREAS, Each of the leases provides that the lessee, beginning with the second year of the lease, shall drill at least one hole each year during the primary term to a depth of 1,000 feet or to a sufficient depth to penetrate the Salado Formation or its geological equivalent; and

WHEREAS, The Texas Gulf Sulphur Company has drilled all of the necessary core test holes on each of these five leases during the second year of the lease and has requested that the Board of Regents execute an agreement formally acknowledging the fact that on all of the leases, sufficient test holes have been drilled to meet the development requirements of each of the leases during the primary term:

BE IT RESOLVED, That the Vice-Chancellor for Investments, Trusts and Lands for and on behalf of the Board of Regents of The University of Texas System execute the proper agreement with the Texas Gulf Sulphur Company.

10-31-69

4. PUF: Cancellation of Prospecting Permit and Mineral Lease No. 6 to Allwest Mining Company, Block 14, Andrews County. --The Prospecting Permit and Mineral Lease No. 6 to Allwest Mining Company, Phoenix, Arizona, relating to the minerals other than oil, gas, potash or sulphur on Sections 6, 7, 8, and 9, Block 14, University Lands, Andrews County, subject to payment of the total consideration of \$2,576 and the posting of a cash bond in the amount of \$2,000 within 30 days (authorized at the Regents' meeting on September 12, 1969), was cancelled upon recommendation of Vice-Chancellor Shelton. The consideration of \$2,576 and the posting of the cash bond were not submitted.

5. PUF: Participation in Brush Control and Range Improvement Program Except El Paso, Culberson and Hudspeth Counties. --The following resolution was adopted:

WHEREAS, In 1968, the Brush Control and Range Improvement Association, a non profit association, was formed by a group of interested ranchers and representatives from the Farm Bureau, the Farmers Union, the Texas Sheep and Goat Raisers Association and the Texas and Southwestern Cattle Raisers Association to raise and allocate money for research projects to develop a new and improved approach toward brush and weed control and grassland improvement;

BE IT RESOLVED, That the lessees of Permanent University Fund Lands with the exception of lessees of those lands in El Paso, Culberson and Hudspeth Counties be permitted to participate in the program on the following basis:

1. The University would share the cost equally with any of its ranch lessees who elect to support the program.
2. The full amount of the support (1¢ per acre per year) would be paid annually by the lessee for a period of not to exceed 5 years.
3. The University's share of the cost (1/2¢ per acre per year not to exceed 5 years) would be paid by the allowance of a credit against the annual rental due by the lessee.

10-31-69

499

II. Trust and Special Funds

A. Real Estate Matters

1. Hogg Foundation: Will C. Hogg Memorial Fund - Lease to Edwin Eckert on Undivided Mineral Interest in 222.02 Acres, Bexar County. -- Approval was given to award a lease to Edwin Eckert covering the minerals below 1,000 feet under 222.02 acres in the P. L. Buquor Survey, Bexar County (Hogg Foundation - Will C. Hogg Memorial Fund), in the Eckert Field for five years at a bonus of \$3 per acre (\$11 for Hogg Foundation), \$1 per acre annual delay rental, and 1/8th royalty.
2. Hogg Foundation: Will C. Hogg Memorial Fund - Lease to Skelly Oil Company on One-Half Minerals Under 1,950.75 Acres, House Surveys, Montgomery County. -- Approval was given to a five year oil, gas, and mineral lease to Skelly Oil Company covering 1,950.75 acres in the Ransom House and Joseph House Survey, Montgomery County (Hogg Foundation - Will C. Hogg Memorial Fund) at a bonus of \$35 per mineral acre and a \$5 annual delay rental and 1/6th royalty. The University of Texas owns one-half of the minerals and the Boy Scouts of America owns the other one-half. The Boy Scouts of America have accepted the proposal.
3. U. T. Austin: Hogg Foundation - Will C. Hogg Memorial Fund - Lease for Additional Term to Simpson Dining Car, Inc., on Property at Main and Bell (White Property) in Houston. -- The present lease with Simpson Dining Car, Inc., on the property at Main and Bell (White Property) in Houston (Hogg Foundation - Will C. Hogg Memorial Fund) was extended and execution of the necessary document was authorized. The lease will be on the same basis as the current lease, that is, base rental at \$1,000 per month plus 6% of gross sales above \$175,000 annually and subject to cancellation on three months' notice in the event of sale or long-term lease. The improvements are owned by the lessee with right of removal upon termination of the lease.
4. U. T. Austin: Archer M. Huntington Museum Fund - Electric Line Easement to Community Public Service Company on Huntington Land, Galveston County. -- The following resolution was adopted:

WHEREAS, The Board of Regents at its meeting in June 1969 authorized an agreement with Monsanto Chemical Company and/or Malone

10-31-69

Service Company for use of a private road across part of the Huntington land in Galveston County, Texas, with the understanding that easements for utility lines might be requested; and

WHEREAS, The Community Public Service Company in Texas City has requested an easement for an electric line with the right, insofar as the University is concerned, for the Southwestern Bell Telephone Company to put a telephone line on the poles, running along the side of the private dirt road to provide service to the Malone Service Company and the Monsanto waste disposal tracts:

BE IT RESOLVED, That an easement of approximately 8,800 feet on the University's land be authorized to Community Public Service Company for a term of five years only at a total consideration of \$500 cash and with full rights reserved to the University to have all or part of the line relocated at no expense to the University if its location interferes with use of the University's land for anything other than grazing purposes.

5. M. D. Anderson Hospital - Gimbel Building Fund - Designation of Drilling Sites on Tract in Ambrose Mays Survey, Harris County. --The following resolution was adopted:

WHEREAS, The Board of Regents owns for the benefit of the Gimbel Building Fund at The University of Texas M. D. Anderson Hospital and Tumor Institute an undivided one-half of the minerals under 454.5 acres in the Ambrose Mays Survey in north Harris County, Texas; and

WHEREAS, The surface is owned by Ben and Max Marcus and the other half of the minerals is owned by Mike Goldstein et al of Houston; and

WHEREAS, Texaco, Inc., in 1967 leased all of the minerals under this tract and in June 1969 Texaco retained its lease with Mike Goldstein and terminated its lease with the University; and

WHEREAS, Norwood Homes of Houston has entered into a contract with Marcus brothers to buy the surface of this tract contingent only on agreement with the mineral owners for designation of drilling sites by Texaco and if not by Texaco by Norwood Homes with the purchase to be closed on or before December 8, 1969; and

WHEREAS, Norwood Homes of Houston already has a contract with Goldstein et al, for the designation of two drilling sites of five acres each, one in the northwest corner of the tract and abutting the

10-31-69

501

north line of the tract and the other in the south-eastern corner of the tract and abutting the south line and has proposed the same consideration and terms to the Board of Regents and has sent \$1,000 earnest money to be applied on the consideration if the agreement is consummated with all concerned or to be forfeited to the University if it is not consummated:

BE IT RESOLVED, That the proposal of Norwood Homes of Houston to pay to the Board of Regents of The University of Texas System \$40,000, payable \$8,000 on closing and the balance of \$32,000 by note of Norwood Homes, unsecured except for personal endorsement of Mr. Glen Norwood, principal owner of the company, payable in 12 semi-annual installments with interest at 7-1/2%, be approved and that the necessary agreement be authorized.

III. Other Matters

A. U. T. System: Texas Tort Claims Act (H. B. No. 456, 61st Legislature, Regular Session, 1969) and Insurance Coverage for U. T. System Employees (Authorized by H. B. 203, 61st Legislature, Regular Session, 1969). --

The following recommendations of the Vice-Chancellor for Investments, Trusts and Lands were approved with respect to the Texas Tort Claims Act H. B. No. 456, 61st Legislature, Regular Session, 1969 and Insurance Coverage for U. T. System Employees authorized by H. B. 203, 61st Legislature, Regular Session:

1. That no action be taken by the Board, as to the Texas Tort Claims Act, to purchase insurance coverage against the liability exposure created by such Act for the biennium ending August 31, 1971.
2. That the System Administration be authorized to explore the possibilities of securing automobile liability insurance coverage on a System-Wide basis for the officers and employees of The University of Texas System under the provisions of H. B. 203, and to report to the Board at a subsequent meeting the estimated cost of such insurance coverage, the policy forms required and recommendations pertaining to the method of purchase of such coverage (negotiated placement, or request for sealed bids or quotations with prequalification of bidders etc).

B. Reports of Securities Transactions for Permanent University Fund and for Trust and Special Funds for the month of August 1969. --The reports of Securities Transactions for Permanent University Fund and for Trust and Special Funds for the month of August 1969, as submitted by the Executive Director of Investments, Trusts and Lands were approved by mail ballot and are attached to (Attachment No. 2) and made a part of the minutes following Page N-3 of Attachment No. 1.

10-31-69

REPORT OF MEDICAL AFFAIRS COMMITTEE (Pages 68-87). --The following actions of the Medical Affairs Committee in the report presented by Committee Chairman Josey were approved without objection:

1. Dallas Medical School: Establishment of a Division of Neurophysiology Within the Department of Physiology and the Appointment of Doctor William Willis as Chairman. --The Administration's recommendation to establish a Division of Neurophysiology within the Department of Physiology at The University of Texas (Southwestern) Medical School at Dallas was approved, and Doctor William Willis was appointed as Chairman of the newly established division. The Administration was instructed to report the establishment of this new Division to the Coordinating Board, Texas College and University System.
2. Dallas Medical School: Approval to Establish Baccalaureate Degree Programs in the School of Allied Health Professions and Authorization to Request Permission from the Coordinating Board. --Approval was given to establish at The University of Texas (Southwestern) Medical School at Dallas Baccalaureate Degree Programs in physical therapy, medical technology, rehabilitation science, health sciences instructional media technology, medical records administration and a certificate program in dietetic internship and authorization was granted to the Administration to seek approval from the Coordinating Board, Texas College and University System for the establishment of these programs.

Also a brief oral report was received from Doctor Burk, Dean of the School of Allied Health Professions, in which he stated that beginning in September 1970 he expected that the school would have approximately 85 students and anticipated that it would steadily increase with about 200 students in September 1973. He indicated that additional programs would be recommended from time to time.

Doctor Blocker indicated that the School of Allied Health Sciences at The University of Texas Medical School at Galveston had approximately 170 students and that he anticipated over 300 students next year.

3. San Antonio Medical School: Affiliation Agreement Between Board of Regents and Board of Trustees of the Baptist Memorial Hospital of San Antonio. --The following affiliation agreement between the Board of Regents of The University of Texas System on behalf of The University of Texas Medical School at San Antonio, Texas and the Board of Trustees of Baptist Memorial Hospital of San Antonio, Texas was approved and the Chairman was authorized to execute the agreement as set out on Pages 69-75 . This agreement has been approved by University Attorney Gibson, Executive Vice-Chancellor Walker and Deputy Chancellor LeMaistre.

10-31-69

AFFILIATION AGREEMENT

THE STATE OF TEXAS }
 {
COUNTY OF BEXAR }

This AGREEMENT is executed on _____, 1969,
by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS
SYSTEM, on behalf of The University of Texas Medical School at
San Antonio, San Antonio, Texas, sometimes referred to as
"Medical School" in this agreement, and the BOARD OF TRUSTEES
OF BAPTIST MEMORIAL HOSPITAL, on behalf of the Baptist
Memorial Hospital of San Antonio, Texas, sometimes referred to
as "Hospital" in this agreement, WITNESSETH:

WHEREAS, advancement and progress in medicine are now
being achieved at a more significant and rapid rate than
during any previous period in history; and

WHEREAS, in recognition of these dramatic changes and
of all future discoveries and developments, the Medical School
and the Hospital find it desirable to establish a closer
working relationship between the two institutions, both of
which share a common commitment to offer the people of
San Antonio, Texas, and the Southwest the finest medical care
and a desire to participate in the education of doctors for
the future; and

WHEREAS, it is in the best interest of both parties to
coordinate all medical care resources in this community to
this end:

NOW, THEREFORE, with these objectives in mind and with
an intent to develop a teaching program for the doctors of
the future, and to pursue this goal jointly to the extent
consistent with the interests of each institution, the
Medical School and the Hospital hereby agree as follows:

- 1. EXTENT OF AFFILIATION AT THE DEPARTMENTAL OR SERVICE
LEVEL, OR BOTH

The purpose of this agreement is to establish a broad
framework of institutional policies to facilitate cooperation

10-31-69

between the Medical School and the Hospital at the departmental or service level, or both. It is agreed that the initiative for establishing any departmental or service affiliation and working relationships, or both, will be vested in the respective department or service heads of the several departments or services, or both, of the Medical School and corresponding chiefs of service of the Hospital staff. It is further understood that the individual departments or services, or both, of the Medical School or the Hospital may or may not establish affiliations, depending upon the needs and circumstances of the departments or services, or both, and subject to the appropriate action by the respective governing bodies of those institutions.

2. PROVISIONS FOR FACULTY APPOINTMENTS FOR HOSPITAL STAFF MEMBERS

Both parties agree that academic status has been proven to be a strong inducement for attracting well qualified physicians for teaching positions at the Hospital, and that academic appointments made by the Medical School for individuals in key positions at the Hospital should include tenure or assurances of continuation of employment, if possible. Academic appointments, including tenure, will be nominated by the Hospital or the Medical School and will be granted after mutual agreement on an individual basis, subject to the approval of the person by the Medical School and satisfactory arrangements covering the financial obligations accompanying all appointments in this category. The alternatives for obtaining appointments in this category are:

(1) Unqualified Tenure Appointment:

Guarantee by the Hospital for all future salary costs for any tenure appointments by the Medical School

Under a contract negotiated between the individual physician and the Hospital, with the approval of

10-31-69

the Medical School, the Hospital will guarantee to pay to the Medical School the salary for the position authorized in accordance with the terms of the contract. These payments will continue as long as the Medical School is required to maintain these personnel, but not to exceed the term of the contract as negotiated between the parties.

(2) Qualified Tenure Appointment:

Guarantee by the Hospital of the future salary costs for a limited term tenure appointment of a period of time to be agreed upon following termination or discontinuation of a hospital position

Under this agreement, the faculty member would receive a tenure guarantee covering a period of time to be agreed upon between the Hospital and the physician. In the event his position shall be terminated by the Hospital before the end of such period, and at the time of such termination, the physician occupies a full-time faculty position at the Medical School, then he would be entitled to receive his salary from the Hospital for the remainder of the period originally agreed upon.

(3) Hospital Staff without Compensation:

Rules and procedures established by the Hospital will be used in appointment of medical staff of the Hospital without teaching assignment, faculty designation, or compensation through the Medical School.

(4) Hospital Staff with Partial Compensation and/or Medical School Faculty Appointment:

10-31-69

Mutual agreement between the Hospital and the Medical School is required for appointment in either category in this section with definition of faculty title, duties, amount of compensation (if any), and term of appointment (annual unless otherwise agreed upon).

3. COMPENSATION ARRANGEMENTS FOR FULL-TIME FACULTY

Physicians with academic appointments employed full-time by the Medical School and based at the Hospital will be subject to The University of Texas System policy regarding salary plan. Fees earned in excess of the maximum allowed will be placed in a trust fund and used to develop medical education and research programs at the Hospital. These funds should not be committed on a continuing basis for the salaries of additional full-time personnel.

4. JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

In the event the Hospital and the Medical School desire to jointly pursue research, the Hospital will provide research facilities for physicians who are geographically full-time within the Hospital. Research projects at the Hospital may be jointly sponsored by the Medical School through contract. In such cases, the contract will state the extent of the responsibility of each institution in the administration and disposition of research funds, provision of staff and facilities, and ownership of equipment purchased with research funds.

5. PROVISION FOR REVIEW OF RELATIONSHIP

Both parties agree that a productive and harmonious relationship between the two institutions depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually through continuous contacts at the departmental or service level. At least annually, and more frequently if necessary,

10-31-69

a group representing each institution should meet to review and discuss overall relationships and policies and other matters of common concern.

6. JURISDICTIONAL POWERS

It is agreed that the Baptist Memorial Hospital Board of Trustees, acting for its institution, shall retain all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policies of its institution; selection of the directing head of the Hospital; and the determination of the acceptability and desirability of the Hospital medical and professional staff.

7. ADMISSION OF PATIENTS AND APPOINTMENTS TO TEACHING STAFF

All admissions of patients to the Hospital shall be under the direction of the Hospital Board of Trustees, and full and complete direction of the administration and supervision of the Hospital, as well as appointments to the medical staff, shall at all times be retained by the Hospital Board of Trustees. Appointments to the teaching staff of the Baptist Memorial Hospital shall be made by the Hospital Board of Trustees. Such appointments should come on recommendations of the Medical School after due consultation with the Hospital chiefs of service or departmental chairmen concerned and upon the approval of the executive committee of the medical staff. Appointment to the Hospital medical staff or membership therein is not contingent upon a teaching appointment.

8. CHANGES IN AGREEMENT AND DISSOLUTION

If any aspect of this agreement becomes unsatisfactory, a joint committee of appointed representatives of both institutions shall be responsible for discussing and resolving

10-31-69

questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities at each institution. If problems develop that are serious, and that cannot be resolved, either party hereto shall have the right to terminate this agreement upon not less than six months' written notice to the other. The effective date of such dissolution shall be mutually agreed upon with adequate time to allow each institution to make necessary arrangements for an orderly transition. In the absence of such an agreement, however, the effective date of such dissolution or termination shall be six months after the receipt of such written notice.

9. TERM OF AGREEMENT

This agreement shall be for a term of ten years from and after the date of execution unless sooner terminated as hereinabove provided or by mutual consent of the parties. It may also be amended in writing to include such provisions as both parties may agree upon.

10-31-69

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

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

ATTEST:

BAPTIST MEMORIAL HOSPITAL

Secretary

By _____
Chairman of
the Board of Trustees

Approved as to Form:

Ronald Person
University Attorney

Approved as to Content:

Charles LeMinistre
Deputy Chancellor

Edith Baker
Executive Vice-Chancellor for
Fiscal Affairs

10-31-69

4. San Antonio Medical School: Policy Statement of 1966 Relating to Consultation Privileges for the Full Time Faculty (at South Texas Medical School at San Antonio) Rescinded. --The recommendation of Dean Pannill, concurred in by Deputy Chancellor LeMaistre, that the policy statement of 1966 relating to consultation privileges of the full time faculty of the San Antonio Medical School (formerly South Texas Medical School at San Antonio) was considered by the Committee of the Whole, and the following resolution was adopted:

WHEREAS, The Board of Regents adopted at its meeting on August 1, 1969, the Bylaws of the Medical Service, Research, and Development Plan for The University of Texas Medical School at San Antonio; and

WHEREAS, These Bylaws establish a policy for the professional activities of the medical staff in a manner consistent with the requirements of the Internal Revenue Service and with the provisions for similar services by faculty members of the other University of Texas Medical units:

BE IT RESOLVED, That the minute order in the minutes of Board Meeting No. 647, November 4 - 5, 1966, Item No. 1 of the Report of the Medical Affairs Committee, Pages 326 and 327 of the Permanent Minutes, Volume XIVa, entitled "South Texas Medical School: Policy Relating to Consultation Privileges for the Full Time Faculty" be rescinded.

5. Galveston Medical Branch: Approval of By-Laws of the Faculty of Allied Health Sciences at The School of Allied Health Sciences. -- Upon recommendation of Deputy Chancellor LeMaistre, the By-Laws of the Faculty of Allied Health Sciences of the School of Allied Health Sciences at The University of Texas Medical Branch at Galveston were approved as set out on Pages 77-87 .

10-31-69

BY-LAWS
of the
Faculty of Allied Health Sciences
of the
School of Allied Health Sciences

The University of Texas Medical Branch
Galveston
August, 1969

10-31-69

By-Laws of The Faculty of Allied Health Sciences
of the
School of Allied Health Sciences
The University of Texas Medical Branch at Galveston

PREAMBLE

The Faculty of Allied Health Sciences of the School of Allied Health Sciences, the University of Texas Medical Branch at Galveston has adopted the following By-Laws to assist in the orderly conduct of its affairs and to expedite the performance of its obligations in accordance with administrative policies and the Rules and Regulations of the Board of Regents of the University of Texas System.

These By-Laws and any amendments thereto are subject to the approval of the University of Texas Medical Branch Administration and the Board of Regents of the University of Texas System.

10-31-69

Article I
Name, Object and Purpose

Section 1. Name - The name of this body shall be the Faculty of Allied Health Sciences of the School of Allied Health Sciences, University of Texas Medical Branch at Galveston; hereinafter called the Faculty of Allied Health Sciences.

Section 2. Academic Affairs - The Faculty of Allied Health Sciences shall conduct and supervise instruction in the Allied Health Sciences. To satisfy this obligation, both to the individual student and to the people of the State of Texas, it shall be the responsibility of the Faculty of Allied Health Sciences, within the limitations set by the Rules and Regulations of the Board of Regents of the University of Texas System, to:

- A. Cooperate in maintaining the standards of acceptable academic performance and established curriculum within the School of Allied Health Sciences;
- B. Recommend and maintain standards for admission and admit students who have been accepted by each department to the School of Allied Health Sciences;
- C. Recommend and maintain standards for promotion and approve candidates for certification for graduation by the Board of Regents of the University of Texas System from the School of Allied Health Sciences;
- D. Recommend and maintain standards for certification of proficiency and approve candidates for the awarding of certificates of proficiency by the School of Allied Health Sciences;
- E. Recommend for departmental approval measures to be taken in cases of academic or clinical deficiencies and/or failure; and
- F. Consider and advise upon all general policies and measures bearing upon the quality of instruction in the School of Allied Health Sciences.

Section 3. Research - The Faculty of Allied Health Sciences shall encourage and engage in research and other scholarly endeavor.

Section 4. Administrative Affairs - The Faculty of Allied Health Sciences shall maintain an active interest in the future of and contribute to the progress of the School of Allied Health Sciences. Therefore, within the Rules and Regulations of the Board of Regents of the University of Texas System, the Faculty of Allied Health Sciences, shall:

- A. Be consulted upon general administrative affairs of the School of Allied Health Sciences;
- B. Perform those tasks auxiliary to teaching and research: e. g. , serve upon faculty and administrative committees, attend to administrative and disciplinary duties, and promote diligence and scholarship in the student body.

10-31-69

NOV 31 '69

514

Section 5. Student Affairs

A. The teaching obligations, functions and responsibilities of the Faculty of Allied Health Sciences require that it shall have the authority and power to establish and maintain standards of ethical, moral, and personal conduct for students in the School of Allied Health Sciences.

B. Insofar as possible, the conduct and regulation of student affairs, other than those relating to academic matters, shall be affected by the students acting through their own organizations and rules in the first instance.

C. The creation or establishment of any officially recognized student organization and the declaration by it of any rules or procedures covering the conduct of students of the School of Allied Health Sciences shall require the prior approval of the Faculty of Allied Health Sciences, the University of Texas Medical Branch Administration, and the Board of Regents of the University of Texas System.

D. It shall be the responsibility of the Dean of Allied Health Sciences, or his delegated agent or agents, to enforce all rules governing student affairs.

Article II
Membership

Section 1. Full Members - All persons who shall have been duly appointed to any rank in the School of Allied Health Sciences and are full-time employees of the University of Texas Medical Branch, and who shall have duly accepted a faculty appointment in a Department of the School of Allied Health Sciences at the University of Texas Medical Branch at Galveston, shall be full members of the Faculty of Allied Health Sciences; provided that the provisions of Section 4 of this Article shall have been complied with. The Chancellor of the University of Texas System, the Deputy Chancellor of the University of Texas System, the President of the University of Texas Medical Branch, and the Dean of Allied Health Sciences shall be full members of the Faculty of Allied Health Sciences, ex officio, and shall have all privileges and responsibilities of full members including the right to vote upon the business of the Faculty of Allied Health Sciences.

Section 2. Associate Members - All other persons who have been appointed to the Faculty who are not employed by the University of Texas Medical Branch, and who shall have duly accepted such a position in the School of Allied Health Sciences at the University of Texas Medical Branch at Galveston, shall be associate members of the Faculty of Allied Health Sciences.

10-31-69

Section 3. Rights of Members - A full member of the Faculty of Allied Health Sciences shall be entitled to participate in the deliberations of the Faculty of Allied Health Sciences, vote upon all business brought before the Faculty of Allied Health Sciences, hold office, and sit upon all standing and special committees of the Faculty of Allied Health Sciences. An associate member of the Faculty of Allied Health Sciences shall be entitled to participate in the deliberations of the Faculty of Allied Health Sciences and sit upon special committees of the Faculty of Allied Health Sciences, however, an associate member shall not hold office, sit upon standing committees of the Faculty of Allied Health Sciences, or vote upon any business brought before the Faculty of Allied Health Sciences.

Section 4. Appointment and Promotion

A. Recommendations for appointment to, or promotion in, the Faculty of Allied Health Sciences shall originate with the Chairman of the Department concerned. Such recommendations shall be made to the Dean of Allied Health Sciences on the basis of service, ability, accomplishment, interest, and tenure. It shall be the responsibility of the Chairman to investigate the credentials, character, and qualifications of each person recommended for appointment or promotion, and statements covering each of these matters shall be made a part of said recommendations. The Chairman shall seek the advice of other members of his department before making a recommendation for promotion or appointment, and shall make the extent and nature of this advice a matter of record for the Dean of Allied Health Sciences and the department concerned.

B. Recommendations for the appointment of a Chairman of a Department shall be made by the Dean of Allied Health Sciences upon the advice of a special committee of the Faculty of Allied Health Sciences, convened for this purpose.

C. All recommendations for promotion or appointment to a position of tenure on the Faculty of Allied Health Sciences shall be approved or disapproved by the Executive Committee of the School of Allied Health Sciences.

Section 5. Academic Freedom and Academic Tenure - The Faculty of Allied Health Sciences, insofar as it is possible, supports and shall be guided by the 1940 Statement of Principles on Academic Freedom and Academic Tenure as published by the American Association of University Professors.

Article III

The Administration of the School of Allied Health Sciences

Section 1. General - Administration of the School of Allied Health Sciences, insofar as it concerns the Faculty of Allied Health Sciences, shall be conducted by the Dean of Allied Health Sciences and such other deans, associate deans, or assistant deans who may be appointed upon his recommendation: Such recommendations shall be subject to the approval or disapproval of the Executive Committee of the School of Allied Health Sciences. The Dean of Allied Health Sciences and his administrative associates and assistants shall hereinafter be referred to as the Administration of the School of Allied Health Sciences.

10-31-69

Section 2. Dean of Allied Health Sciences - The Dean of Allied Health Sciences shall be the Chairman of the Faculty of Allied Health Sciences and its Chief Executive. A recommendation for the appointment of a Dean of Allied Health Sciences shall be made by the President of the University of Texas Medical Branch upon the advice of a Special Committee of the Faculty of Allied Health Sciences, convened for this purpose. The Dean of Allied Health Sciences may appoint a temporary Chairman of the Faculty of Allied Health Sciences, to serve during his absence and, in case of emergency, the President of the University of Texas Medical Branch shall appoint a Chairman. The Dean of Allied Health Sciences shall be, ex officio, a member of all standing and special committees, without vote. The Dean of Allied Health Sciences shall have in his Administrative Office whatever associates are necessary to carry out his responsibilities. These may include such associates or assistants as are approved by the Executive Committee of the School of Allied Health Sciences, the President of the University of Texas Medical Branch, the Chancellor of the University of Texas System, the Deputy Chancellor of the University of Texas System, and the Board of Regents of the University of Texas System. Such administrative associates and assistants may represent without vote the Dean of Allied Health Sciences on all standing and special committees.

Section 3. Secretary-Treasurer - The Secretary-Treasurer of the Faculty of Allied Health Sciences shall be appointed by the Dean of Allied Health Sciences and may be either a faculty member or an administrative employee.

Section 4. Parliamentarian - A parliamentarian shall be appointed by the Dean of Allied Health Sciences to serve strictly in an advisory capacity to the Dean of Allied Health Sciences or Acting Chairman of the Faculty.

Article IV
Committees of the Faculty

Section I. General

A. The Dean of Allied Health Sciences shall appoint all committees except those which are to be elected by the Faculty of Allied Health Sciences or constituted in a particular manner as prescribed in these By-Laws.

B. All Committees shall report regularly and their actions must be approved by the Faculty unless specific powers have been delegated to them by the Faculty or provided for in these By-Laws.

C. Minutes shall be kept of all Committee meetings to assist in the preparation of the reports of the committee, but need not be circulated outside of the committee. The official report of a committee shall be adopted by a majority vote of the committee and presented at a regular Faculty meeting.

D. No member of the Faculty shall serve concurrently on more than three standing committees which are:

Executive Committee of the School of Allied Health Sciences
Student Affairs Committee
Admissions Committee
Curricula Committee
Continuing Education Committee

or others as created in Article IV, Section 7.

Section 2. Executive Committee of the School of Allied Health Sciences

A. The Executive Committee of the School of Allied Health Sciences, composed of the Chairman of each Department in the School of Allied Health Sciences shall:

1. Act for the Faculty of Allied Health Sciences between regular Faculty meetings or call special meetings of the Faculty when deemed advisable.
2. Act in an advisory capacity to the Dean of Allied Health Sciences.
3. Meet at least monthly at the call of the Dean of Allied Health Sciences or on written petition of any three members.
4. Act as a standing committee on all matters not specifically delegated to other committees.
5. Approve or disapprove recommendations for promotion or appointment to positions of tenure on the Faculty of Allied Health Sciences.
6. Approve or disapprove recommendations for appointment of administrative associates or assistants to the Dean of Allied Health Sciences.
7. The Executive Committee of the School of Allied Health Sciences shall evaluate, together with the Dean of Allied Health Sciences, the performance of all students at the completion of each Trimester; recommend students for promotion, or approve students for recommendation for certification for graduation; and recommend to the Dean of Allied Health Sciences appropriate action upon all other academic matters affecting the grading and promotion of students in each department. No student shall be promoted or recommended for certification for graduation without the favorable action of the Gradings and Promotions Committee dealing with the specific Department in which said student is enrolled.

B. Actions and recommendations of this committee shall be reported to the Faculty of Allied Health Sciences at regular meetings.

C. The Dean of Allied Health Sciences shall be Chairman of the Executive Committee of the School of Allied Health Sciences, with a vote.

Section 3. Student Affairs Committee - The Student Affairs Committee shall be composed of one faculty member from each department appointed by the Chairman of the department or his designated representative and one student representative from each department. The student representatives shall be elected by the student body of their respective departments. Faculty and student members shall have voice and vote with a majority vote necessary for decision. In the event of a stalemate, faculty members have voice and vote and student members have voice. The Student Affairs Committee shall have general supervisory control over, and investigatory powers as to, all matters involving ethical, moral and personal standards of conduct of students and disciplinary action in connection therewith, including but not limited to the consideration of all findings and recommendations by appropriate student organizations in connection therewith, and such other problems of student affairs as may be brought before it. The Dean of Allied Health Sciences shall appoint the Chairman. In all cases or matters considered by the Committee relating to or in connection with disciplinary or other action relative to ethical, moral or personal conduct of students heard and considered by the Committee either by way of review of the action of any student organization or group or by initial action of the Committee, the Committee shall make its report, findings and recommendations directly to the Dean of Allied Health Sciences, and the Dean shall take such action thereon as he may deem proper. On all other matters, when necessary, the Committee shall report its findings and recommendations to the appropriate Department or the Faculty of Allied Health Sciences for disposition.

Section 4. Admissions Committee

A. The Admissions Committee; composed of one appointed member, from each department, each with one vote; together with the Dean of Allied Health Sciences and the Registrar, ex officio, without vote; shall cooperate in maintaining the admission requirements of each department in the School of Allied Health Sciences by screening applications for admission, recommending admissions policies, and approving or disapproving for admission applicants selected by each department.

B. No student shall be approved for admission without prior approval of the specific Department to which the student is applying.

C. Each member shall serve until a replacement is appointed by the Chairman of each Department. The Chairman of the Admissions Committee shall be appointed by the Dean of Allied Health Sciences.

Section 5. Curricula Committee

A. The Curricula Committee composed of at least one member from each Department appointed by the Chairman of the Department, shall consider and recommend to the Faculty of Allied Health Sciences on all matters having to do with the curricula of the School of Allied Health Sciences except that no curriculum change may occur upon action of the Faculty without prior approval of the Departments concerned and the Executive Committee of the School of Allied Health Sciences.

B. The Chairman of the Curricula Committee shall be appointed by the Dean of Allied Health Sciences.

10-31-69

Section 6. Continuing Education Committee

A. The Continuing Education Committee; composed of a Chairman appointed by the Dean of Allied Health Sciences and at least one member from each Department to be selected by the Chairman of the Continuing Education Committee shall:

1. Support and supplement State and local organizations in their efforts to provide continuing education;
2. Provide learning experiences designed to keep graduate professionals current in procedures and theory;
3. Serve as a resource body to professionals in their efforts to provide on-going in-service education within their own locales.

B. The Chairman of the Continuing Education Committee shall serve until reappointment is made by the Dean of Allied Health Sciences.

Section 7. Other Standing Committees

A. Additional Standing Committees may be created by the Faculty and shall function under the general rules outlined in Section 1, of this Article.

B. Committee Chairmen may be appointed by the Dean of Allied Health Sciences with the advice of the Executive Committee of the School of Allied Health Sciences.

Section 8. Special Committees - The Dean of Allied Health Sciences may appoint Special Committees of the Faculty or upon the request of a majority of those present and voting at a meeting of the Faculty of Allied Health Sciences. Special Committees shall report to the Dean or to the Faculty of Allied Health Sciences.

Article V
Meetings, Rules and Procedures

Section 1. Regular Meetings - The Faculty of Allied Health Sciences shall meet in regular session four times each year upon the second Thursday in September, December, April and August at 3:30 P. M. , at a place designated in the Call of the Meeting in order to conduct the regular business of the Faculty of Allied Health Sciences. A Call of a regular meeting together with a tentative agenda shall be sent to each full member of the Faculty of Allied Health Sciences prior to the date of each meeting by the Secretary of the Faculty of Allied Health Sciences. Postponement of a regular meeting shall require written notice in advance of the date and time of the meeting to be postponed.

Section 2. Special Meetings - Special Meetings of the Faculty of Allied Health Sciences may be called by the Dean of Allied Health Sciences as he may deem necessary provided that every effort shall be made to send out a notice of the call of a Special Meeting setting forth the time, date and the place of the meeting, to the full members of the Faculty of Allied Health Sciences, not less than one week in advance of the date of said special meeting. Such a special meeting shall be called by the Dean of Allied Health Sciences upon the written petition of six full members of the Faculty of Allied Health Sciences.

Section 3. Rules of Order - All regular and special meetings of the Faculty of Allied Health Sciences shall be conducted in accordance with Roberts' Rules of Order, except as otherwise provided for in these By-Laws. The Dean of Allied Health Sciences, or in his absence, a full member of the Faculty of Allied Health Sciences designated by him, shall preside.

Section 4. Order of Business - At the regular meetings of the Faculty of Allied Health Sciences the Order of Business shall be: (1) Approval of the Minutes; (2) Special Orders; (3) Unfinished Business; (4) Committee Reports; (a) Executive Committee, (b) Admissions Committee, (c) Curricula Committee, (d) Student Affairs Committee, (e) Continuing Education Committee, (f) other Standing Committees (in the order of formation), (g) Special Committees; (5) New Business, (a) Matters presented by the Dean of Allied Health Sciences, (b) matters presented by the Chairman of each Department, (c) matters presented by the members; (6) Adjournment.

Section 5. Minutes - Minutes of each meeting shall be published and distributed to the full members of the Faculty of Allied Health Sciences by the Secretary of the Faculty.

Section 6. Quorum - A quorum of the Faculty of Allied Health Sciences shall be one-half of the full members of the Faculty of Allied Health Sciences, however, at least one member from each Department must be counted in the quorum. Unless a Call for a quorum is made by a full member of the Faculty of Allied Health Sciences, any number of full members may conduct the business of the Faculty of Allied Health Sciences at any Regular or duly called Special Meeting of the Faculty of Allied Health Sciences.

Article VI Adoptions and Amendments

Section 1. Adoption - These By-Laws, having been presented before a Regular meeting of the Faculty of Allied Health Sciences, shall be adopted by a majority vote of the Faculty members present and voting at any subsequent Regular meeting, and shall take effect upon the recommendation of the President of the University of Texas Medical Branch and approval by the Board of Regents of the University of Texas System.

Section 2. Repeal of Prior Rules - Adoption of these By-Laws by the Faculty of Allied Health Sciences and recommendation of the President of the University of Texas Medical Branch, and approval by the Board of Regents of the University of Texas System, shall repeal and set aside all prior rules and regulations that shall have governed the conduct of the business and the organization of the Faculty of Allied Health Sciences.

10-31-69

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521

Section 3. Amendment - These By-Laws may be amended by a two-thirds vote of the full members present and voting at any Regular meeting of the Faculty of Allied Health Sciences, provided that the amendment or amendments shall have been offered at a previous meeting or published in writing to the Faculty of Allied Health Sciences not less than 30 days prior to the Regular meeting at which the vote is to be taken. Amendments shall take effect upon adoption by the Faculty of Allied Health Sciences and recommendations of the President of the University of Texas Medical Branch and approval by the Board of Regents of the University of Texas System.

BOARD FOR LEASE OF UNIVERSITY LANDS. --Regent Peace reported that since September 16, 1969, the Interior Department has scheduled a sale of oil and gas leases on the Offshore Lands on the Louisiana Coast for December 16, 1969, the same date that has been set for the Oil and Gas Lease Sale on University Lands. The Board for Lease of University Lands at its meeting on July 22, 1969, voted to hold another sale of oil and gas leases in 1969 and scheduled the sale on December 16, 1969, with the request that tracts to be offered for sale be submitted in order that they could be approved by the Board for Lease on September 16. At the meeting on September 16, the Board finalized plans for the sale.

This conflict in the date of the oil and gas lease sales poses a problem since prospective buyers will be interested in both lease sales. However, the University has no alternative but to go on with the sale on December 16 since (1) it could not be deferred until a later date and still have a sale before the end of the year and (2) plans are well under way for the sale and notices for the sale have already been sent to all prospective bidders.

The Interior Department set the date with the full knowledge that the date for the sale of University lands had been set. The Board of Regents recommended that the Board for Lease make a protest to the Interior Department.

10-31-69

COMMITTEE OF THE WHOLE
(Pages 88-108)

The following actions of the Committee of the Whole as presented in a report by Chairman Erwin were adopted without objection:

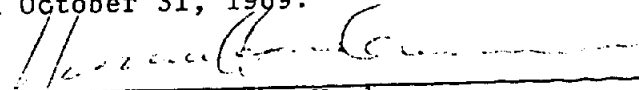
U. T. SYSTEM: AWARDS TO EXECUTIVE VICE-CHANCELLOR McKETTA AND PRESIDENT CLARK. --It was noted with approval and appreciation that (1) the 1969 Warren K. Lewis Award for Excellence in Education had been received by Executive Vice-Chancellor McKetta and (2) that President Clark of M. D. Anderson Hospital and Tumor Institute had been presented the Distinguished Service Award by the American College of Surgeons.

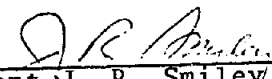
BOARD OF REGENTS: RESOLUTION BY INSTITUTIONAL HEADS REAFFIRMING CONFIDENCE IN CHAIRMAN FRANK C. ERWIN, JR., AND TELEGRAM FROM REGENT IKARD. --The following resolution that was adopted by the Institutional Heads of The University of Texas System on October 30 was received from Deputy Chancellor LeMaistre with the request that it be spread upon the minutes.


WHEREAS, UNDER the leadership of Chairman Frank C. Erwin, Jr. of The University of Texas System Board of Regents, the University System has made significant progress in academic standing and financial support, and

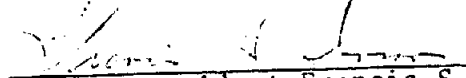
WHEREAS, THE recent publicity concerning the stadium construction program at Austin misrepresents Mr. Erwin's excellent record of public service, Now therefore

BE IT RESOLVED, THAT the undersigned heads of all of the component institutions of The University of Texas System hereby reaffirm their confidence in and respect for Chairman Frank C. Erwin, Jr., of the University Board of Regents and recommend to the System Administration that this Resolution be forwarded to the Board of Regents and that the Resolution be entered in the official Minutes of the meeting of the Board of Regents on October 31, 1969.

SIGNED: 
President Norman Hackerman
The University of Texas at Austin


President J. R. Smiley
The University of Texas at El Paso

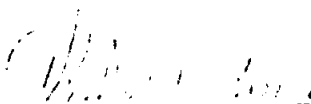

President Frank Harrison
The University of Texas at Arlington

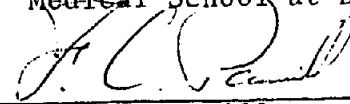

Acting President Francis S. Johnson
The University of Texas at Dallas

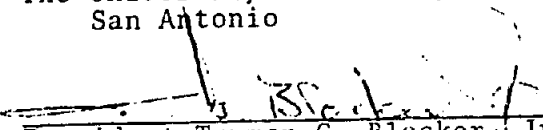
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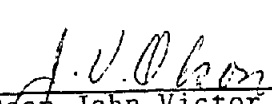
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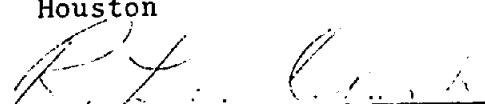
523


Dean Charles C. Sprague
The University of Texas (Southwestern)
Medical School at Dallas

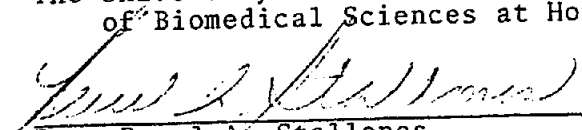

Dean F. C. Pannill
The University of Texas Medical School at
San Antonio

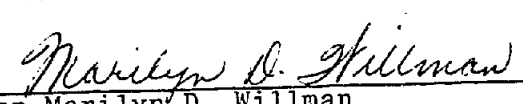

President Truman G. Blocker, Jr.
The University of Texas Medical Branch
at Galveston


Dean John Victor Olson
The University of Texas Dental Branch at
Houston


President R. Lee Clark, Jr.
The University of Texas M. D. Anderson
Hospital and Tumor Institute at Houston

Dean Sumter S. Arnim
The University of Texas Graduate School
of Biomedical Sciences at Houston


Dean Reuel A. Stallones
The University of Texas School of Public
Health at Houston


Dean Marilyn D. Willman
The University of Texas Nursing School
(Systemwide)

Following the presentation of this resolution, Regent Peace read the following telegram from Regent Ikard and indicated to the Board that Regent Ikard expresses his sentiments. Deputy Chancellor LeMaistre, on behalf of System Administration, joined in the same expression.

Miss Betty Anne Thedford Secy Board of Regents University of
Texas System
c/Sheraton-Dallas Hotel Dal

I regret circumstances are such that it will be impossible for me to attend the Board of Regents meeting tomorrow. However, I did want to indicate my very strong feeling that it is only the Board of Regents which has the right to designate its own officers. So far as I am concerned I have complete confidence in our present Chairman and other officers.

/S/ Frank Ikard

10-31-69

REGENTS' RULES AND REGULATIONS, PART ONE: AMENDMENT TO TO CHAPTER VI, SECTION 3. (15). --The necessary rules were suspended and the Regents' Rules and Regulations, Part One was amended by deleting Section 3. (15) and substituting in lieu thereof the following to be effective immediately:

3. (15)The Dean of Students, the institutional head, or the Chancellor may take immediate interim disciplinary action, including suspension pending a hearing, against a student for violation of a rule and regulation of The University of Texas System or of the institution at which the accused is a student when, in the opinion of such official, the interest of The University of Texas System or the component institution would be served by such action.

U. T. SYSTEM: RATIFICATION OF TELEPHONE POLL WITH RESPECT TO ACQUISITION OF AIRPLANE (BEACHCRAFT KING AIR 100). -- Approval was given to System Administration to acquire a Beachcraft King Air 100 at an estimated cost of not more than \$590,000 payable from balances in the Available University Fund. This action was taken subject to the provisions of Section 19, Article V, H.B. No. 2, 61st Legislature, Second Called Session, 1969. (This was an interim action taken by telephone ballot by Deputy Chancellor LeMaistre on October 18, 1969.) Under the provisions of the current Appropriations Bill, this purchase must have the prior approval of the Governor and his written approval must be filed with the Legislative Budget Board.

U. T. SYSTEM: REAPPOINTMENT OF JACK V. CURLIN, B. R. DORSEY, B. K. JOHNSON, ROBERT STRAUSS, AND JACK C. VAUGHN AS MEMBERS OF BOARD OF DIRECTORS OF THE UNIVERSITY OF TEXAS SYSTEM FOUNDATION, INC. --Messrs. Jack V. Curlin, B. R. Dorsey, B. K. Johnson, Robert Strauss, and Jack C. Vaughn were reappointed members of the Board of Directors of The University of Texas System Foundation, Inc., for a period beginning January 1, 1970 through December 31, 1972. The membership of this foundation as of January 1, 1970, is:

| <u>Name</u> | <u>Term Expiring</u> |
|------------------|----------------------|
| Thomas H. Law | December 31, 1970 |
| Benno C. Schmidt | December 31, 1970 |
| Gail Whitcomb | December 31, 1970 |
| Gene M. Woodfin | December 31, 1970 |
| Marvin Collie | December 31, 1971 |
| Jack S. Josey | December 31, 1971 |
| E. G. Morrison | December 31, 1971 |
| Harry H. Ransom | December 31, 1971 |
| Preston Shirley | December 31, 1971 |
| Jack V. Curlin | December 31, 1972 |
| B. R. Dorsey | December 31, 1972 |
| B. K. Johnson | December 31, 1972 |
| Robert Strauss | December 31, 1972 |
| Jack C. Vaughn | December 31, 1972 |

10-31-69

U. T. SYSTEM: PERMISSION TO CHANCELLOR TO ACCEPT PROFESSORSHIPS. --Chancellor Ransom's request for permission to accept ad interim (with the usual approval of the Chairman) endowed professorships in law (Thomas Gregory, through Law Foundation, Page 94) and medicine (through Kempner Foundation) was approved.

U. T. SYSTEM: APPROPRIATION FROM AVAILABLE UNIVERSITY FUND FOR SPECIAL COLLECTIONS FOR U. T. AUSTIN LIBRARY FOR 1969-70 AND 1970-71. --An appropriation of \$1,000,000 was made for each of the academic years 1969-70 and 1970-71 for special collections for the U. T. Austin Library.

U. T. SYSTEM: REPORTS FROM CHANCELLOR RANSOM ON (1)ASSOCIATION OF AMERICAN UNIVERSITIES AND (2)FOUNDATION AND TAX PROPOSALS IN CONGRESS. --A written report was received from Chancellor Ransom on the recent meeting of the Association of American Universities and an oral report of the tax proposals in Congress as they affect educational institutions was received.

U. T. SYSTEM: DEPOSITORY BANKS FOR U. T. DALLAS AND APPROVAL OF RICHARDSON HEIGHTS BANK AND TRUST ON A LIMITED BASIS. -- With respect to depository banks for The University of Texas at Dallas, the following resolution was adopted:

WHEREAS, The University of Texas at Dallas is currently utilizing the current Depository Banks in Dallas for funds collected by that institution; and

WHEREAS, The majority of U. T. Dallas receipts are in the form of checks or letters of credit, and deposits with the banks are by mail; and

WHEREAS, At present there are a limited number of cash receipts, primarily from cafeteria sales, which amount to approximately \$125.00 per day. These receipts are required to be deposited daily with the U. T. Dallas business office, and in a bank no less often than once per week; and

WHEREAS, Because of the distance between the U. T. Dallas campus and the regular depository banks in downtown Dallas and because of the low volume of daily and weekly cash receipts:

BE IT RESOLVED, That a cash receipts clearing account be opened in the Richardson Heights Bank and Trust of Richardson, Texas, after execution by the Richardson Heights Bank and Trust of the standard bank depository agreement; and

BE IT FURTHER RESOLVED, That execution of this agreement be with the understanding that the requirements for the Depository Bank to deposit collateral with a Trustee Bank will not apply as long as the deposits at any one time remain less than \$15,000, the amount insured by the Federal Deposit Insurance Corporation.

10-31-69

U. T. AUSTIN: DOCTORAL DEGREE OF JAMES H. McCROCKLIN. --
The following written reports were received:

1. Statement and Recommendations of the Chancellor's Office of The University of Texas System with respect to the James H. McCrocklin Dissertation
2. A Sequence of Events and Correspondence in the Review of the James H. McCrocklin Dissertation
3. The Opinion of the Attorney General of the State of Texas on the Limitation of the Actions that may be taken by the Board of Regents in this case

Following the review of these documents and upon the recommendation of the Administration of The University of Texas at Austin and the System Administration, the following resolution was adopted with respect to the Ph. D. Degree of James H. McCrocklin:

RESOLUTION

WHEREAS, On account of serious allegations made regarding the validity of the degree of Doctor of Philosophy that was awarded by and under the authority of the Board of Regents of The University of Texas (now the Board of Regents of The University of Texas System) to James H. McCrocklin at The University of Texas (now The University of Texas at Austin) on or about May 29, 1954, an administrative investigation, hearing and decision have been conducted and made, including a determination by an Advisory Committee composed of members of the Graduate Faculty of The University of Texas after appropriate investigation, that there was probable cause to believe that the regulations of the University were violated in the submission and approval of the dissertation offered by James H. McCrocklin in partial fulfillment of the requirements for the aforesaid degree; and

WHEREAS, Thereafter, a Hearing Committee composed of members of the Graduate Assembly of The University of Texas at Austin, after appropriate hearing, unanimously found that such regulations had been violated and that such dissertation failed to meet the standards of quality of a doctoral dissertation to authorize or permit the award of a doctoral degree; and

WHEREAS, Thereafter, acting upon the findings of such Hearing Committee, the Graduate Council, the Graduate Dean, and the President of The University of Texas at Austin, and the Executive Vice-Chancellor for Academic Affairs, the Deputy Chancellor, and the Chancellor of The University of Texas System unanimously recommended (1) that the aforesaid degree of Doctor of Philosophy awarded to James H. McCrocklin be declared null and void and (2) that the appropriate officials of The University of Texas at Austin be directed to strike the name of James H. McCrocklin from the list of Ph. D. recipients for 1954 of that institution and reduce by one the number of Ph. D. 's awarded that year; and

10-31-69

WHEREAS, James H. McCrocklin has been kept fully advised of every step in the proceedings outlined above and has been invited to appear, either in person or through his representative, at every appropriate stage of those proceedings to present any evidence or argument in his behalf, but except for a meeting with the Advisory Committee, he has consistently failed or refused to appear, either in person or through his representative, and has failed or refused to present any evidence or argument in his behalf; and

WHEREAS, The Attorney General of Texas has rendered an opinion dated September 11, 1969, and designated as Opinion No. M-466, which reads in pertinent part as follows:

. . . (the McCrocklin Ph.D. degree here in question) can only be set aside or annulled by a Court of competent jurisdiction rather than by an administrative decision. However, this does not preclude the University from taking the legal position that by reason of the alleged fraud it will no longer recognize the degree in question and insofar as it is concerned has cancelled the same.

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System:

1. That the aforesaid findings of the Hearing Committee be, and they are hereby, approved, adopted, and confirmed;

2. That the aforesaid unanimous recommendations of the Graduate Council, the Graduate Dean, and the President of The University of Texas at Austin, and of the Executive Vice-Chancellor for Academic Affairs, the Deputy Chancellor, and the Chancellor of The University of Texas System be, and they are hereby, approved, adopted, and confirmed;

3. That insofar as The University of Texas System and its component institutions are concerned, the degree of Doctor of Philosophy awarded by and under the authority of the Board of Regents to James H. McCrocklin at The University of Texas at Austin on or about May 29, 1954, be, and it is hereby declared to be, null, void, and of no effect; and

4. That the appropriate officials of The University of Texas at Austin be, and they are hereby, authorized to strike the name of James H. McCrocklin from the list of Ph.D. recipients for 1954 of that institution and reduce by one the number of Ph.D.'s awarded that year.

U. T. AUSTIN: CONTRACT BETWEEN ATHLETIC'S COUNCIL AND OKLAHOMA UNIVERSITY EXTENDED. --Approval was given for the Athletic's Council of The University of Texas at Austin to extend its contract with Oklahoma University to play in Dallas the Texas vs. O. U. Game through 1978. Regent Kilgore voted "no." This item was not on the agenda, and it will be presented at the December meeting for ratification.

10-31-69

U. T. AUSTIN: ESTABLISHMENT OF THE THOMAS W. GREGORY PROFESSORSHIP IN LAW SCHOOL. --Approval was given to the establishment of The Thomas W. Gregory Professorship in the School of Law at The University of Texas at Austin to be funded by the Law School Foundation. This professorship is established with the understanding that the appointment shall be made annually by the Board of Regents of The University of Texas System after receiving recommendations from the appropriate university officials.

U. T. AUSTIN, U. T. ARLINGTON, GALVESTON MEDICAL BRANCH: ASSIGNMENT OF INSTITUTE OF URBAN STUDIES, LUTCHER CENTER, INSTITUTE OF TEXAN CULTURES, MARINE BIOMEDICAL INSTITUTE, AND LYNDON BAINES JOHNSON SCHOOL OF PUBLIC AFFAIRS. --The institutes, schools, and centers listed below were assigned to be responsible to and report through the component institutions as follows. This is the framework used throughout The University of Texas System, and it is understood that such assignment would in no way preclude the responsible unit from serving the needs and constituencies beyond the component institution.

| <u>Unit</u> | <u>Component Institution</u> |
|--|--|
| Institute of Urban Studies Lutcher Center | U. T. Arlington U. T. San Antonio (when activated) |
| Institute of Texan Cultures | U. T. San Antonio (when activated) |
| Marine Biomedical Institute Lyndon Baines Johnson School of Public Affairs | Galveston Medical School U. T. Austin |

U. T. EL PASO: APPOINTMENT OF MARSHALL L. PENNINGTON AS VICE-PRESIDENT FOR BUSINESS AFFAIRS. --Mr. Marshall L. Pennington was named Vice-President for Business Affairs at The University of Texas at El Paso effective December 1, 1969.

U. T. EL PASO: CHAPTER 4 (STUDENT PUBLICATIONS POLICIES) OF THE INSTITUTIONAL SUPPLEMENT. --Chapter 4 of The University of Texas at El Paso Institutional Supplement to the Regents' Rules and Regulations was adopted in the form as set out on Pages 95-103.

10-31-69

CHAPTER 4. STUDENT PUBLICATIONS POLICIES

SUBCHAPTER 4-100. GENERAL PROVISIONS

Sec. 4-101. EDITORIAL FREEDOM AND RESPONSIBILITY

The university, as the publisher, must ultimately bear the responsibility for the contents of all official student publications. This responsibility lies with the Board of Regents of The University of Texas System, the chancellor, and the president. To insure free, responsible expression, the university delegates editorial authority to a democratically selected Student Publications Board composed of faculty and students. The board in turn delegates to student editors and staff members sufficient editorial freedom and financial autonomy for student publications to maintain their integrity of purpose as vehicles for free inquiry and free expression in an academic community.

Sec. 4-102. DEFINITIONS

In this chapter, unless the context requires a different meaning,

- (1) "board" means the Student Publications Board;
- (2) "chancellor" means the Chancellor of The University of Texas System;
- (3) "dean" means the Dean of Students, his delegate, or his representative;
- (4) "director" means the Director of Student Publications;
- (5) "libel" means any defamation expressed in printing, writing, or by signs, pictures, or drawings that tend to blacken the memory of the dead or to injure the reputation of any person alive and thereby expose him to public hatred, contempt, or ridicule, or to impeach his honesty, integrity, virtue, or reputation, or that punishes the natural defects of anyone and thereby exposes him to public hatred, ridicule or financial injury (Article 5430, Vernon's Texas Civil Statutes);
- (6) "obscene material" means material, the dominant theme of which, taken as a whole appeals to a prurient interest in sex and the material is patently offensive because it affronts contemporary community standards relating to the description or representation of sexual matters and the material is utterly without redeeming social value (Ginsburg v. U.S., 383 U.S. 463, 86 S.Ct. Reporter 942);
- (7) "president" means the President of The University of Texas at El Paso;
- (8) "Regents' Rules and Regulations" means the current rules and regulations of the Board of Regents of The University of Texas System;

10-31-69

(9) "staff member" means any student, faculty member, or administrator of the university, except the Director and Assistant Director of Student Publications, performing a regular service on a student publication;

(10) "student" means a person enrolled in residence at the university or a person who has been accepted for admission or readmission at the university while he is on the campus;

(11) "student press" means the student editors and their staffs, the Director of Student Publications, faculty advisors to publications, and the Student Publications Board;

(12) "student publications" means those publications officially recognized by the Student Publications Board; and

(13) "university" means The University of Texas at El Paso.

SUBCHAPTER 4-200. CANONS OF JOURNALISM AND PROTECTION OF EDITORIAL EXPRESSION

Sec. 4-201. CANONS OF JOURNALISM

Student editors and staff members are expected to be governed by the canons of responsible journalism and to avoid libel, the use of obscene material, undocumented allegations, attacks on personal integrity, and the techniques of harassment and innuendo.

Sec. 4-202. PROTECTION OF EDITORIAL EXPRESSION

(a) The student press shall be free of censorship and its editors and managers are free to develop their own editorial policies and news coverage subject to the policies of the board.

(b) Censure or removal of staff members shall be only for proper and stated causes. No staff member may be censured or removed without proper notice, an opportunity to refute the charges, and a fair and impartial hearing. Removal means suspension from all powers, rights, and privileges of a position.

(c) All recognized student publications shall explicitly state on the editorial page or other appropriate place that the opinions expressed in the publication are not necessarily those of the university or the student body.

SUBCHAPTER 4-300. THE STUDENT PUBLICATIONS BOARD

Sec. 4-301. MEMBERSHIP

(a) The board has 10 members. The members are:

(1) 5 representatives from the general faculty, nominated by the Faculty Council, and approved by the president for 2-year terms; and

10-31-69

(2) 5 students, appointed by the President of the Student Association and approved by the Student Senate by a two-thirds majority vote.

(b) Terms of student members appointed under Subsection (a)(2) are for as long as the student is enrolled as an undergraduate at the university, but not to exceed four years.

(c) The dean and the director, or their representatives, shall serve the board as administrative advisors without vote. Staff members are not eligible for appointment to the board.

(d) A quorum of the board consists of any six voting members and a majority of a quorum rules.

Sec. 4-302. DUTIES OF BOARD

The board

(1) is the policy-making body for all student publications;

(2) is responsible for the implementation and enforcement of the provisions of this chapter;

(3) is authorized to censure or remove, or both, all staff members of student publications as set out in Subsections (c) and (d) of Section 4-804;

(4) may pass bylaws to carry out its duties if such bylaws are not inconsistent with the Regents' Rules and Regulations or this supplement;

(5) shall establish, and if necessary, amend requirements and qualifications for appointees to student publications staffs;

(6) shall appoint all salaried staff members of student publications, including editors-in-chief, associate editors, business managers, and advertising managers;

(7) shall approve or disapprove budgets for all student publications submitted to it by the director;

(8) shall have a close working relationship with, and seek the counsel and advice of, the director;

(9) shall consider complaints involving libel, obscenity, or violation of these policies;

(10) shall adjudicate disputes pertaining to student publications; and

(11) shall approve or disapprove all petitions for recognition of new student publications.

Sec. 4-303. ELIGIBILITY OF STUDENT MEMBERS

(a) To be eligible for membership on the board, a student member must be in good standing. No student who has been placed on scholastic or disciplinary probation is in good standing.

10-31-69

(b) A student is on scholastic probation at the end of the semester or summer session in which his grade point average falls below the applicable minimum as set out in the current university catalog.

(c) Disciplinary probation may be imposed in accordance with Chapter 1 of this supplement.

SUBCHAPTER 4-400. THE DIRECTOR OF STUDENT PUBLICATIONS

Sec. 4-401. THE DIRECTOR

(a) The director is selected for his experience as a responsible journalist, and it is expected that his advice and counsel will be made use of by all members of the student press.

(b) In the day-to-day operations of the publications, the director acts as the official representative of the board.

Sec. 4-402. DUTIES OF THE DIRECTOR

The director

- (1) shall, in consultation with the student editors,
 - (A) prepare budgetary and contractual recommendations for submission to the board;
 - (B) submit reports and other information to the board; and
 - (C) serve as the agent of the board in the general financial management of all student publications;
- (2) shall approve and process or disapprove all purchases of equipment and supplies, all authorizations for printing services, and other expenditures of student publication funds;
- (3) shall set deadlines, supervise all staff members, and make recommendations to the board;
- (4) shall provide members of the board with a copy of the prospectus required by Section 4-701;
- (5) is entitled to see any material before publication, but he does not have the right of prior censorship or advance approval of copy; and
- (6) may delay printing of a publication, article, photograph or other contents of a publication, if he needs to inform the chairman of the board of potential violations of these policies.

10-31-69

SUBCHAPTER 4-500. STUDENT STAFF MEMBERS

Sec. 4-501. RESPONSIBILITIES OF EDITORS

(a) The editors-in-chief of student publications have final authority over what is published in their respective publications as long as the provisions of this chapter are followed. However, the editorial freedom of student editors involves the obligation to be governed by the canons of responsible journalism. These canons entail the responsibility to avoid libel, the use of obscene material, undocumented allegations, attacks on personal integrity, and techniques of harassment and innuendo. The editors-in-chief accept responsibility by signing an agreement with the board.

(b) An editor-in-chief must be willing to maintain a close working relationship with the director so that the director may fulfill his obligations set forth in Subchapter 4-400 of this chapter.

Sec. 4-502. QUALIFICATIONS AND DUTIES OF STAFF MEMBERS

(a) An editor-in-chief is selected by the board to serve for a stipulated period of time. Associate editors shall perform the duties assigned to them by the editors-in-chief.

(b) Advertising-Business Managers of student publications, as a condition for employment, accept the responsibility for procuring a set amount of advertising per month or per year, as determined by the director, and must be willing to accept this responsibility in the form of an agreement with the board.

(c) All appointed staff members must, at the time of their appointment and during their tenure, be in good standing with the university, as set out in Section 4-303.

SUBCHAPTER 4-600. STUDENT PUBLICATIONS

Sec. 4-601. THE PROSPECTOR

(a) The student newspaper shall be known as The Prospector and its purpose is to publish news and comment of interest and importance to the university community, with emphasis upon the news that most directly and immediately concerns students.

(b) To be eligible for the position of Prospector Editor-in-chief, an applicant

(1) must have successfully completed a minimum of 60 semester hours of academic work, at least 30 of which were completed at the university;

(2) must have a minimum of two semesters' experience on the staff of The Prospector; and

10-31-69

(3) is expected to have successfully completed the beginning two courses in journalism.

(c) To be eligible for the position of Prospector Associate Editor, an applicant

(1) must have a minimum of one semester's experience on the staff of The Prospector; and

(2) must have successfully completed a minimum of 30 semester hours of academic work.

(d) To be eligible for the position of Prospector Advertising-Business Manager, an applicant

(1) must have successfully completed a minimum of 30 semester hours of academic work; and

(2) must have a minimum of one semester's experience on the advertising staff of a student publication.

Sec. 4-602. EL BURRO

(a) The student variety magazine shall be known as El Burro and its purpose is to provide an outlet for creative writing (short stories, poems, short plays, articles, art, photography, essays, humor) from the student body, and at the editor's discretion, faculty.

(b) To be eligible for the position of El Burro editor-in-chief, an applicant

(1) must have successfully completed a minimum of 60 semester hours of academic work, at least 30 of which were completed at the university; and

(2) must have two semesters' experience on the staff of a student publication.

(c) To be eligible for the position of El Burro Advertising-Business Manager, an applicant

(1) must have successfully completed a minimum of 30 semester hours of academic work; and

(2) must have a minimum of one semester's experience on the advertising staff of a student publication.

Sec. 4-603. THE FLOWSHEET

(a) The student annual shall be known as The Flowsheet and its purpose is to serve as an accurate record and memento of the year's events in words and pictures.

(b) To be eligible for the position of Flowsheet editor-in-chief, an applicant

(1) must have successfully completed a minimum of 60 semester hours of academic work, at least 30 of which were completed at the university; and

10-31-69

(2) must have a minimum of two semesters' experience on the staff of The Flowsheet.

(c) To be eligible for the position of Flowsheet Associate Editor, an applicant

(1) must have successfully completed a minimum of 30 semester hours of academic work; and

(2) must have a minimum of one semester's experience on the staff of The Flowsheet.

(d) To be eligible for the position of Flowsheet Advertising-Business Manager, an applicant

(1) must have successfully completed a minimum of 30 semester hours of academic work; and

(2) must have a minimum of one semester's experience on the advertising staff of a student publication.

Sec. 4-604. GOODBYE DOVE

(a) The student literary magazine shall be known as Goodbye Dove and its purpose is to provide an outlet for creative writing (particularly short stories, poems, and art) from students, faculty, and interested citizens of El Paso and environs.

(b) To be eligible for the position of Goodbye Dove Editor-in-Chief, an applicant

(1) must have a minimum of one semester's experience on the staff of Goodbye Dove; and

(2) is expected to have two semesters' experience in the creative writing program of the university.

(c) To be eligible for the position of Goodbye Dove Associate Editor, an applicant

(1) must have one semester's experience on the staff of Goodbye Dove; and

(2) must have successfully completed 30 semester hours of academic work.

(d) To be eligible for the position of Goodbye Dove Advertising-Business Manager, an applicant

(1) must have successfully completed 30 semester hours of academic work; and

(2) must have a minimum of one semester's experience on the advertising staff of a student publication.

Sec. 4-605. WAIVER OF REQUIREMENTS

By a two-thirds majority vote, the board may waive the requirements of this subchapter, when in the judgment of the board, the quality of student publications would be enhanced by such action.

10-31-69

SUBCHAPTER 4-700. RECOGNITION OF NEW STUDENT PUBLICATIONS

Sec. 4-701. PROCEDURE FOR GRANTING OFFICIAL RECOGNITION

The procedure for granting official recognition to a new student publication is as follows:

(1) the petitioner must file with the director a petition for recognition of the new publication containing a prospectus; and

(2) the board shall approve or disapprove the petition.

SUBCHAPTER 4-800. ADJUDICATION OF DISPUTES

Sec. 4-801. JURISDICTION OF BOARD

The board has original jurisdiction in all cases of alleged violations of the provisions of this chapter, including instances in which a violation of journalistic ethics or proper accountability is charged. The board's authority extends to all staff members of student publications.

Sec. 4-802. THE PETITION

A member of the university community who has knowledge of a violation of this chapter may petition the director in writing. If the director does not settle the dispute to the satisfaction of the petitioner, the petitioner may petition the chairman of the board in writing. In such cases, the chairman of the board shall act with appropriate dispatch.

Sec. 4-803. INFORMAL ACTION

Upon receiving a complaint, the chairman of the board, at his discretion, may attempt an informal settlement in consultation with the petitioner, the accused, and the dean. If informal action fails, or upon appeal of either party to the dispute, the board shall sit as a hearing tribunal.

Sec. 4-804. THE HEARING

(a) No member of the board who is a party to the dispute or who has a conflict of interest in a specific case shall sit as a member of the hearing tribunal. Any member may be challenged by the parties to the dispute, but the decision as to disqualification resides solely with the member himself.

(b) All decision as to who shall be admitted to the hearing reside with the board.

(c) The hearing shall be conducted in such a manner as to inform the board of all facts necessary for rendering a fair decision. Sanctions that may be imposed by the board include the following:

- (1) admonition or warning;
- (2) censure;

10-31-69

(3) directed publication of corrections, retractions, refutations, or apologies;

(4) removal;

(5) recommendation of further disciplinary action; or

(6) other penalties appropriate to the particular case.

(d) Staff members, including Editors and Advertising-Business Managers, may be censured or removed, or both, for

(1) deception of the board;

(2) misuse of funds;

(3) obvious incompetence or inability to perform a job; or

(4) failure to comply with publications policies, Regents' Rules and Regulations, or the provisions of this chapter;

(5) other breaches of journalistic responsibilities.

(e) Decisions of the Board are effective immediately and are final unless successfully appealed in accordance with Subchapter 4-900.

SUBCHAPTER 4-900. THE APPEAL

Sec. 4-901. PROCEDURE FOR APPEAL

(a) Any staff member penalized in accordance with these procedures may appeal the penalty to the dean not later than 10 class days after notification of the decision. The appeal must be in writing and must explain the basis for belief that the penalty is not warranted or is too severe.

(b) The dean will either ask the board to consider a re-hearing of the case or forward the appeal to an Appeals Committee under Subsection (c).

(c) The president in consultation with the Chairman of the Faculty Council and the President of the Student Association shall appoint an appeals committee to consider appeals made under this subchapter. An appeals committee so appointed may hear or refuse to hear the appeal at its discretion. The decision of an appeals committee is final.

10-31-69

U. T. ARLINGTON: ESTABLISHMENT OF A CENTRAL MAILING OFFICE AND A REVOLVING FUND THEREFOR AND ESTABLISHMENT OF A REVOLVING FUND FOR SUPPLY CENTER (AUTHORIZED BY 61ST LEGISLATURE, SECOND CALLED SESSION, H. B. NO. 2, ARTICLE IV, SECTION 35.). --It was ordered that there be established at The University of Texas at Arlington a Central Mailing Office and that under authority granted by H. B. No. 2, Article IV, Section 2, 61st Legislature, Second Called Session, 1969, that revolving funds be established for the newly created Central Mailing Office and for the Supply Center, effective November 1, 1969.

U. T. DALLAS: CREATION OF ADVISORY COMMITTEE. --The Regents authorized that a Citizens Advisory Committee for The University of Texas at Dallas be created and that the appointments to this committee be for a period of one year.

DALLAS MEDICAL SCHOOL: (1) PROGRESS REPORT ON PHASE I OF PLANS BEING DEVELOPED AND (2) PRESENTATION OF PLANS OF SOUTHWESTERN MEDICAL FOUNDATION BY MR. JAMES ASTON. -- Present at the meeting of the Committee of the Whole at the time that Mr. Spillman of the firm of Fischer and Spillman (Architects) presented a progress report on plans that are being developed for The University of Texas (Southwestern) Medical School at Dallas were Messrs. George MacGregor, James Aston, Wales Madden and Mrs. Eugene McDermott.

Following the presentation by Mr. Spillman, Mr. MacGregor told the committee that the Southwestern Medical Foundation was highly pleased with the proposed program for the development of the Dallas Medical School and that the Southwestern Medical Foundation and the City of Dallas would undertake to raise \$7,500,000 for Phase I.

At Mr. MacGregor's request, Mr. James Aston, also of the Southwestern Medical Foundation and Chairman of the campaign, presented the plans of the campaign. Mr. Aston reviewed the plans of the Southwestern Medical Foundation to raise \$7,500,000 for the Phase I program at the Dallas Medical School. These plans are to be presented to the Citizens Council of Dallas and invited guests on November 12, 1969, and it is the purpose of the Southwestern Medical Foundation and other Dallas people to make the Medical Center at Dallas Medical School the finest Medical Center in the world.

In response to Mr. Aston's presentation, Chairman Erwin said that it would be impossible for the members of the Board of Regents to overstate their appreciation to Mr. MacGregor, Mr. Aston and others of the Southwestern Medical Foundation, Mr. and Mrs. Eugene McDermott and others in Dallas for the things that have already been done and for the prospects to see that this is a great Medical Center. He pledged the Regents' full cooperation in getting all the resources possible and expressed again gratitude for all efforts in behalf of the Dallas Medical School.

10-31-69

U. T. PERMIAN BASIN: REPORT WITH RESPECT TO McKNIGHT SITE. --
 With respect to the McKnight site that has been selected by the Board of Regents for the establishment of The University of Texas of the Permian Basin (authorized by House Bill No. 157, 61st Legislature, R. S. , 1969), Chairman Erwin had designated Regent Peace as Chairman of the Special Committee to work out the details of the establishment of The University of Texas of the Permian Basin. Regent Peace reported that he had received the following telegram: (and Representative Ace Pickens, who was present at the meeting, confirmed the same)

TELEGRAM

Honorable John Peace, Chairman
 Site Selection Committee
 University of Texas of The Permian Basin
 Board of Regents, University of Texas System
 Sheraton-Dallas Hotel

October 30, 1969

We desire to report to you and the other members of the Board the following progress: Pursuant to previous resolutions and conferences concerning the campus core area and by the work of the County Judge, Commissioners Court, Mayor, City Council and Chamber of Commerce, all acting in behalf of the citizens of Odessa and Ector County, we are in a position to immediately deliver a deed from Ector County to the campus core area of 308 acres free and clear of debt to the Regents. Substantial compliance can be achieved by December 31, 1969, of those remaining requirements concerning the campus core area. This action can be assured by exercising eminent domain. Substantial compliance can be further achieved by the delivery of a deed to the remaining 292 acres or the negotiation of an agreement for the use of the additional land based entirely upon the best interests of The University of Texas of the Permian Basin. The county will have title to this remaining acreage on or before November 11 and will be in a position to comply with your wishes. A very great amount of work has gone into efforts to assist your Board in making available to you your number one choice of a site. Many citizens have given of their land, time, talents and money to assure your Board and committee that the site will be more available in a manner entirely satisfactory and in compliance with your August and September Board resolutions.

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| Mike Berry | County Judge |
| Ace Pickens | State Representative |
| Richard C. Slack | State Representative |
| Jim Reese | Mayor |
| Dan Hemphill, President | Chamber of Commerce |

(Mr. Tom Sealy was in attendance at the meeting and he asked to be heard. He stated that if the Regents should conclude that they could not use the

10-31-69

McKnight site then he would like for them to consider three additional sites known as (1) the Midway site (2) County-Line site (3) the Faudree site. Representative Ace Pickens of Odessa spoke briefly in support of the McKnight site and Mrs. Betty Dooley of Odessa spoke against the Midway site.)

(Chairman Erwin made the following statement in which both Regents Bauer and Kilgore concurred, "Despite whatever support either of these two communities [Midland and Odessa] might furnish, The University of Texas of the Permian Basin will have to be primarily supported by the people of Texas and with money from the State of Texas. The University of Texas System has no component institution that is principally supported by local people. Our judgments have to be made on the basis of what is best for Texas. All that this discussion has proved to me is that it is going to be almost impossible to make a satisfactory decision in this matter. We have legislators on each side and influential citizens on both sides, and we have an almost impossible situation. I am almost persuaded that the thing to do is go back to the Legislature and let them decide where to locate The University of Texas of the Permian Basin.)

(Supplementing this statement Regent Kilgore said that he thought that personal charges expressed this morning were so grave that it creates a climate that the decision is virtually impossible and that he is also inclined to agree with the Chairman.)

SAN ANTONIO MEDICAL SCHOOL: CREATION OF LIAISON COMMITTEE WITH THE BEXAR COUNTY HOSPITAL DISTRICT AND APPOINTMENT OF VICE-CHAIRMAN JOSEY, REGENTS PEACE AND XIMENES. --A report was received from Deputy Chancellor LeMaitre with respect to problems existing in the Bexar County Hospital District as they affect the prospects of medical education in The University of Texas Medical School at San Antonio. To discuss these problems with the Bexar County Hospital District a liaison committee was created, and Vice-Chairman Josey and Regents Peace and Ximenes were named as members of the liaison committee.

GALVESTON MEDICAL BRANCH: ACCEPTANCE FROM THE SEALY AND SMITH FOUNDATION OF THE "SEALY HOME" TOGETHER WITH INCOME FROM TRUST FUNDS. --The action of Executive Vice-Chancellor Walker, pursuant to previous authorization of the Board, in accepting the following from The Sealy and Smith Foundation was ratified:

The "Sealy Home" in Galveston, Galveston County, Texas, described as the South one-half of Block 204 and the South one-half of the alley adjoining the same, to be used in connection with the John Sealy Hospital, together with

- (1) the income from a trust fund in an amount of \$100,257.50, consisting of 2,380 shares of Aetna Life and Casualty Company capital stock, and
- (2) the income from another \$100,000 trust fund to be used for the programs incidental to the utilization of the "Sealy Home."

10-31-69

Deputy Chancellor LeMaistre and Executive Vice-Chancellor Walker were instructed to prepare an appropriate resolution expressing thanks and appreciation to The Sealy and Smith Foundation for their generous continued support of the Galveston Medical Branch.

GALVESTON MEDICAL BRANCH: RESOLUTION ACCEPTING FUNDS FROM THE SEALY & SMITH FOUNDATION FOR THE PURPOSE OF THE EXPANSION AND BUILDING PROGRAM OF THE JOHN SEALY HOSPITAL. --Upon the recommendation of System Administration, the following resolution was adopted:

BE IT RESOLVED, By the Board of Regents of The University of Texas System that the commitment of funds duly authorized and tendered by The Sealy & Smith Foundation of Galveston, Texas, to the said Board in an amount of \$11,080,903.40, together with net income accruing to the Foundation for the years 1969, 1970, and 1971 be and the same is hereby accepted, with gratitude, such sums to be used in furtherance of the expansion and building program of the John Sealy Hospital - The University of Texas Medical Branch, Galveston, Texas, and which will be made available at such times and in such amounts as the building and expansion program of the Board of Regents may require during the said period of 1969, 1970, and 1971.

BE IT FURTHER RESOLVED, That The Sealy & Smith Foundation will be furnished through the Systems Administration Office of The University of Texas System semiannual status reports setting forth the type and scope of the projects planned and/or under construction, together with a projection for the following six-month period.

HOUSTON MEDICAL SCHOOL: (1) CONTINUED NEGOTIATIONS RE AFFILIATION AGREEMENT WITH HOUSTON ACADEMY OF MEDICINE (2) MEDICAL LIBRARY RESOURCES. --Deputy Chancellor LeMaistre reported that the affiliation agreement authorized by the Regents on September 12, 1969, relating to expansion of medical library resources in the Texas Medical Center, had not been executed by the Houston Academy of Medicine before October 25, 1969, in accordance with the provisions of the agreement, and thus, such offer set forth in said agreement is null and void. However, it was authorized that negotiations be continued with the Houston Academy of Medicine at the Texas Medical Center in Houston to work out some type of arrangement acceptable to all concerned.

Deputy Chancellor LeMaistre's recommendation that the Board of Regents approve in principle the inclusion of a Medical Library Resource within the framework of plans for The University of Texas Medical School at Houston was approved.

M. D. ANDERSON: APPOINTMENT OF NAT S. ROGERS TO BOARD OF VISITORS OF THE UNIVERSITY CANCER FOUNDATION. --Approval was given to name Mr. Nat S. Rogers of Houston, Texas, a member of the Board of Visitors of the University Cancer Foundation of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston.

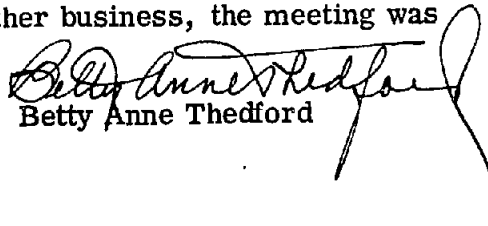
10-31-69

M. D. ANDERSON: REPORT ON THE UNIVERSITY CANCER FOUNDATION. --At the request of the Board, a written report on the University Cancer Foundation was received from President R. Lee Clark. This report was presented to the Board of Visitors of the University Cancer Foundation on October 25, 1969.

SCHEDULED MEETINGS. --In addition to the meeting of the Board of Regents previously scheduled to be held on December 12, 1969, in Austin, the following meetings were set:

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| January 23, 1970 | Houston |
| March 6, 1970 | San Antonio |

ADJOURNMENT. --There being no further business, the meeting was adjourned at 3:45 p. m.


Betty Anne Thedford

November 4, 1969