

Meeting No. 782

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

PART ONE

Pages 1-127  
and  
Attachment No. 1 through  
U. T. Austin

December 10-11, 1981

Odessa, Texas

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 OF  
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## MEETING NO. 782

THURSDAY, DECEMBER 10, 1981.--The members of the Board of Regents of The University of Texas System convened in regular session at 10:30 a. m. on Thursday, December 10, 1981, in the Conference Area on the Fourth Floor (west end) of the Classroom Building at The University of Texas of the Permian Basin, Odessa, Texas, with the following in attendance:

ATTENDANCE.--

<u>Present</u>	<u>Absent</u>
Chairman Powell, presiding	Regent (Mrs.) Briscoe*
Vice-Chairman Fly	
Vice-Chairman Rhodes	
Regent (Mrs.) Blumberg	
Regent Hay**	
Regent (Mrs.) Milburn	
Regent Newton**	
Regent Richards	

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Executive Secretary Dilly

Chancellor Walker  
 Executive Vice Chancellor Jordan  
 Executive Vice Chancellor Mullins

Chairman Powell announced a quorum present and called the meeting to order. He stated that the Board would recess for the initial meetings of the Standing Committees which were established at the October 8-9, 1981 meeting and expressed the hope that this new committee structure would (a) allow a more in-depth review and analysis of the program areas assigned to each committee, (b) facilitate not only a more thorough review of the agenda items to be considered by the full Board but also additional Regental input and involvement in the academic and fiscal planning process, and (c) provide the Office of the Chancellor and the chief administrative officers the opportunity for more direct consultation with the Board with regard to academic planning and evaluation, capital budgeting, fiscal and investment planning and matters related to student affairs. Chairman Powell indicated that the effectiveness of this new committee structure would depend entirely upon the willingness of the Office of the Chancellor to bring matters to the attention of the committees and upon the initiative of the committee members to raise questions for consideration and review.

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\*Regent Briscoe was absent because of illness.

\*\*Regent Hay was absent from the meeting on Thursday morning (December 10) but was present for the committee meetings on Thursday afternoon and the meeting on Friday, December 11. Regent Newton did not arrive until mid-afternoon on Thursday due to inclement weather and was present for the remainder of the meetings.

RECESS FOR COMMITTEE MEETINGS. --Chairman Powell announced that the Board would recess for the meetings of the Standing Committees and, if time permitted following these meetings, the Board would reconvene in open session for the sole purpose of recessing to Executive Session and would not reconvene as a Board until Friday morning, December 11.

At 4:45 p. m., the Board reconvened in open session and immediately thereafter recessed to meet in Executive Session in Room 405 of the Classroom Building pursuant to V. T. C. S., Article 6252-17, Sections 2(e), (f) and (g) to discuss:

1. Pending and/or Contemplated Litigation - Section 2(e)
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
  - a. U. T. Austin: Proposed Acquisition of Real Property
  - b. U. T. Dallas: Value and Possible Exchanges of Real Property
  - c. U. T. San Antonio: Recommendation for the Sale of Land in Terrell Hills, Bexar County, Texas, and the Establishment of an Endowment Fund for the Maintenance of the U. T. San Antonio - Lutcher Center
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

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Friday, December 11, 1981

The Board reconvened in regular session at 9:00 a. m. on Friday, December 11, 1981, at the same place and with the same attendance as at the meeting on Thursday, December 10, 1981.

#### President's Reports

WELCOME AND REPORT BY DR. V. R. CARDOZIER, PRESIDENT OF THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN. --On behalf of the Board of Regents, Chairman Powell expressed appreciation to Dr. V. R. Cardozier, President of The University of Texas of the Permian Basin, for the very informative tour which the Regents had taken on Thursday morning (December 10) and the very pleasant social event the previous evening. He then recognized Dr. Cardozier, President of the host institution for this meeting.

Before giving a brief report, President Cardozier welcomed the members of the Board and other out-of-town guests to the Permian Basin. He then reviewed the institution's enrollment growth, faculty recruitment efforts and academic programs and commented on the importance of the University to the people and economy of the Permian Basin. President Cardozier

emphasized the need for the addition of freshman and sophomore offerings at U. T. Permian Basin and pointed out that the presence of a four-year college or university is important to the economic, cultural and social development of the Permian Basin.

(President Cardozier's report was in accordance with the policy adopted at the September 1977 meeting of the U. T. Board of Regents. A copy of the report will be filed with the Executive Secretary and made a part of the permanent record.)

University Lands - Utilization of

REPORT ON SOIL CONSERVATION AND LAND UTILIZATION BY MR. BILLY CARR, MANAGER OF UNIVERSITY LANDS - SURFACE INTERESTS, AND MR. DALE D. ALLEN, PUBLIC INFORMATION OFFICER WITH THE U.S.D.A. SOIL CONSERVATION SERVICE. --Chairman Powell stated that the outstanding program of soil conservation and land utilization which takes place on the West Texas Lands had been of great personal interest and that he had asked Mr. Billy Carr, Manager of University Lands - Surface Interests, to present a review of that program for the information of the members of the Board.

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Mr. Carr presented an overview of the University's attempt to conserve and manage the surface estate of the University Lands and pointed out that the University called on the U.S.D.A. Soil Conservation Service in 1968 as consultants and technical advisors on the use of the surface of the West Texas Lands. Following his remarks, Mr. Carr introduced Mr. Dale D. Allen, Public Information Officer with the United States Department of Agriculture Soil Conservation Service.

Mr. Allen outlined the long history of cooperation between The University of Texas System and the United States Department of Agriculture in efforts to conserve and maintain the surface interests of the West Texas Lands. He then presented a multimedia presentation which highlighted the soil conservation and grass management programs on the West Texas Lands.

Little Campus Buildings

U. T. BOARD OF REGENTS: CORRECTION AND APPROVAL OF MINUTES OF MEETING HELD OCTOBER 8-9, 1981. -- Upon the recommendation of Regent Richards, the Minutes of the meeting of the Board of Regents of The University of Texas System held in Tyler, Texas, on October 8-9, 1981, as distributed by Executive Secretary Dilly were corrected in Item 9, paragraph "a" on Page 35 within the Minute Order related to U. T. Austin - Little Campus Buildings. The complete corrected Minute Order is set forth below:

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" U. T. Austin - Little Campus Buildings: Report of Revised Preliminary Cost Estimate for Building C and Revised Feasibility Study and Cost Estimate for Building H; Authorization to Prepare Revised Preliminary Plans for Building C and Preliminary Plans for Building H: Building C Named The Arno Nowotny Building; and Additional Appropriation Therefor. -- Pursuant to authorization given at the October 24, 1980, Board meeting, Mr. Overton Shelmire and Mr. Spencer Johnson, representing the Project Architect, Beran and Shelmire, Dallas, Texas, for the Little Campus Buildings at The University of Texas at Austin, presented the revised preliminary cost estimate for Building C to reflect its use as a Visitors Information Center rather than as museum space and reported on the feasibility study and cost estimate for the renovation of Building H to house an Admissions Center and an Employee Relations Center. The Project Architect also presented the revised site development plans designed to compliment and enhance the two buildings.

"Following this report and a discussion relating thereto, the Buildings and Grounds Committee without objection:

- a. Upon a motion duly made and seconded by Regent Newton, received the report of (1) the revision to the previously approved preliminary cost estimate for Building C and (2) the revised Feasibility Study and Cost Estimate for Building H; at a combined estimated total construction cost of \$3,200,000 including appropriate food service support facilities in both buildings and delaying approval of site development
- b. Authorized the Project Architect to prepare (1) revised preliminary plans for Building C and (2) preliminary plans for Building H
- c. Appropriated \$30,000 from the Available University Fund for fees and related project expenses through completion of preliminary plans, \$36,500 having been previously appropriated from Interest on Bond proceeds, and \$40,000 having been previously appropriated from the Available University Fund

"Subject to final project approval, Regent Blumberg moved that Part One, Chapter VIII, Section 1.1 of the Regents' Rules and Regulations be waived, and that Building C of the Little Campus at The University of Texas at Austin be named The Arno Nowotny Building in recognition of the lifetime of devoted service given to the University by Dean Nowotny as a student, as a respected and talented Dean and as Dean Emeritus. This motion was seconded by Regent Powell and approved by acclamation."

Thereafter, upon motion of Regent Milburn, seconded by Regent Rhodes, the Minutes of the regular meeting of the Board of Regents of The University of Texas System held on October 8-9, 1981 were approved as corrected. The official copy of these Minutes is recorded in the Permanent Minutes, Volume XXIX, Pages 1-869.

Attendance

INTRODUCTION OF FACULTY AND STUDENT REPRESENTATIVES;  
MR. JIM RACKLEY, VICE PRESIDENT FOR BUSINESS AFFAIRS,  
U. T. TYLER; AND MR. JOE SIGLER, EXECUTIVE DIRECTOR FOR  
PUBLIC AFFAIRS, U. T. HEALTH SCIENCE CENTER - HOUSTON:  
Chairman Powell called on the chief administrative officers of the  
component institutions to introduce their respective faculty and student  
representatives and any other guests:

I-5

U. T. Arlington

President Nedderman introduced:

Faculty Representative:

Dr. Wayne Odom, Chairman  
Faculty Senate

Student Representatives:

Ms. Jodee Sharp, President  
Student Congress  
Mr. Bob King, Vice President  
Student Congress

U. T. Austin

President Flawn introduced:

Faculty Representative: Dr. G. Karl Galinsky, Chairman  
Faculty Senate

Student Representative: Ms. Julie Tindall, President  
Senior Cabinet

U. T. Dallas

Acting President Clark introduced:

Faculty Representative: Dr. Dennis Kratz, Speaker of  
the Faculty

Student Representative: Mr. Randy Williams, President  
Student Government

U. T. El Paso

President Monroe introduced:

Faculty Representative: Dr. James Day, Chairman  
Faculty Senate

U. T. Permian Basin

President Cardozier introduced:

Faculty Representatives: Dr. Paul Hodges, President  
Faculty Senate  
Dr. Lois Hale, Vice President  
Faculty Senate

Student Representatives: Mrs. Victoria Head, President  
Student Senate  
Mr. Ralph Aldredge, Vice Presi-  
dent, Student Senate

Other: Mr. Curtis Poole, President  
U.T.P.B. Alumni Association

U. T. San Antonio

President Wagener introduced:

Student Representative: Mr. M. Steven Henderson, Co-  
Chairman, University Center  
Planning Committee

U. T. Tyler

President Hamm introduced:

Faculty Representative: Dr. Jane Glasscock, Professor  
of Spanish

In addition to the faculty representative, he introduced Mr. Jim Rackley, the new Vice President for Business Affairs at U. T. Tyler.



U. T. Galveston Medical Branch

President Levin introduced:

Faculty Representative: Eugene C. Rembe, M.A.P.T.  
Chairman, Department of  
Physical Therapy, U. T.  
Galveston Allied Health  
Sciences School

Student Representative: Mr. Gary Albe, Senior Physical  
Therapy Student, U. T.  
Galveston Allied Health  
Sciences School

U. T. Health Science Center - Houston

President Bulger introduced:

Faculty Representative: Dr. Alan J. Abedor, Associate  
Professor and Chairman of  
Division of Institutional  
Development, U. T. Allied  
Health Sciences School -  
Houston

Student Representative: Mr. John Albert O'Connor  
U. T. Allied Health Sciences  
School - Houston

Other: Mr. Joe Sigler, Executive Direc-  
tor of Public Affairs

U. T. Cancer Center

President LeMaistre introduced:

Faculty Representative: Dr. David E. Anderson, Biologist  
and Professor of Biology; Head,  
Section of Human Genetics

Student Representative: Mr. Raymond Louis Stallings  
Predoctoral Fellow in Depart-  
ment of Genetics, Section of  
Biochemistry

U. T. Health Center - Tyler

In the absence of Director Hurst, Associate Director for Business  
Affairs Turman introduced:

Faculty Representative: Mr. Oran Ferrell, Assistant  
Director of Clinical Affairs

RECESS FOR EXECUTIVE SESSION.--At 9:45 a. m., Chairman Powell announced that the Board would recess for an Executive Session to discuss matters in accordance with Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes: Litigation, Land Acquisition and Personnel Matters. See Page 2.

RECONVENE.--At 11:30 a. m., the Board reconvened in open session and Chairman Powell called for the reports and recommendations of the Standing Committees.

#### REPORTS AND RECOMMENDATIONS OF STANDING COMMITTEES

REPORT OF EXECUTIVE COMMITTEE (Pages 7-16 ).--In compliance with the Regents' Rules and Regulations, Part One, Chapter I, Section 7.14, Regent Fly, Vice-Chairman of the Executive Committee, reported to the Board for ratification and approval all actions taken by that Committee since the last meeting. Unless otherwise indicated, the recommendations of the Executive Committee were in all things approved as set forth below:

- Facilities Improvements
1. U. T. Austin - College of Business Administration and Graduate School of Business - Phase I, University Teaching Center (Project No. 102-480): Award of Construction Contract to B. L. McGee, Inc., Austin, Texas, Additional Appropriation Therefor and Inscription on Plaque (3-B&G-82).--With regard to the College of Business Administration and Graduate School of Business - Phase I, University Teaching Center at The University of Texas at Austin, the Board, with Regent Milburn abstaining:

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

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

- b. Authorized a total project cost of \$17, 978, 228 to cover the building construction contract award, movable furnishings and equipment, audio/video/visual equipment, air balancing, landscaping, fees and related project expenses
- c. Appropriated additional funds in the amount of \$17, 167, 228 from the Available University Fund to provide for the total project cost. Previous appropriations have been \$136, 000 from Permanent University Fund Bond proceeds, and \$675, 000 from the Available University Fund
- d. Approved the inscription as set out on Page 8 for the plaque to be placed on the University Teaching Center.

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

UNIVERSITY TEACHING CENTER

1981

BOARD OF REGENTS

James L. Powell, Chairman	E. D. Walker
Sterling H. Fly, Jr., Vice-Chairman	Chancellor, The University of Texas System
Tom B. Rhodes, Vice-Chairman	Peter T. Flawn
Jane Weinert Blumberg (Mrs. Roland K.)	President, The University of Texas at Austin
Janey Briscoe (Mrs. Dolph)	
Jess Hay	Graeber, Simmons & Cowan,
Beryl Buckley Milburn	AIA Architects, In Association with
Jon P. Newton	R. Max Brooks, F.A.I.A.
Howard N. Richards	Project Architect
	B. L. McGee, Inc.
	Contractor

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

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

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

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

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

3. U. T. Austin - Marine Science Institute at Port Aransas - Auditorium (Project No. 102-493): Award of Construction Contract to McDaniel Construction Company, Inc., San Antonio, Texas, Additional Appropriation Therefor and Inscription on Plaque (2-B&G-82). -- The Board concurred in the recommendation of the Executive Committee, and:

- a. Awarded a construction contract for the Auditorium Building at The University of Texas at Austin Marine Science Institute at Port Aransas, Port Aransas, Texas, to the lowest responsible bidder, McDaniel Construction Company, Inc., San Antonio, Texas, as follows:

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

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

#### AUDITORIUM BUILDING

1981

#### BOARD OF REGENTS

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

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

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

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

- a. Awarded contracts for furniture and furnishings to the lowest responsible bidders as follows:

✓ Business Products and Services, Inc.  
El Paso, Texas

Base Proposal "A" (Office Landscape Furniture)	\$108,350.00
Add Alternate "A-1" (Office Landscape Furniture)	<u>13,450.00</u>

Total Contract Award to Business Products and Services, Inc.	\$121,800.00
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✓ Rockford Business Interiors  
Austin, Texas

Base Proposal "B" (Wood Office Furniture)	\$227,525.27
Add Alternate "B-1" (Additional Wood Office Furniture)	32,047.40

Alternate Proposal "F-1" (Auditorium Seating)	57,827.80
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Base Proposal "G" (Adjustable Typing Classroom Tables)	9,004.34
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Base Proposal "H" (Guest Chairs)	10,917.50
Add Alternate "H-1" (Additional Guest Chairs)	<u>1,909.50</u>

Total Contract Award to Rockford Business Interiors	\$339,231.81
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✓ Stewart Office Supply Company  
Dallas, Texas

Base Proposal "C" (Steel Stacking Chairs)	\$ 3,014.00
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✓ Regal Supply & Chemical  
El Paso, Texas

Base Proposal "D" (Maintenance Equipment)	\$13,995.60
--	-------------

✓ American Desk Manufacturing  
Company  
Temple, Texas

Base Proposal "E" (Lecture  
Hall Seating)

\$82,480.85

✓ E. G. Jenkins Company  
Dallas, Texas

Base Proposal "T" (Window  
Blinds & Draperies)

\$ 7,396.09

Add Alternate "T-1" (Lined  
Blackout Draperies)

600.73

Total Contract Award to E. G.  
Jenkins Company

\$ 7,996.82

✓ House of Carpets, Inc.  
El Paso, Texas

Base Proposal "J" (Carpet)

\$36,664.00

GRAND TOTAL CONTRACT AWARDS

\$605,183.08

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

5. U. T. San Antonio - Multidisciplinary Studies Building and Addition to Arts Building (Phase II Buildings)(Project No. 401-334): Award of Contract for Furniture and Furnishings to Paul Anderson Company, San Antonio, Texas (3-B&G-82). -- With regard to the Multidisciplinary Studies Building and Addition to the Arts Building (Phase II Buildings) at The University of Texas at San Antonio, the Board concurred in the recommendation of the Executive Committee and awarded a contract for furniture and furnishings to the lowest responsible bidder, Paul Anderson Company, San Antonio, Texas, in the amount of \$43,546.83.

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

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

- a. Awarded the construction contract for Phase I Renovation of the Locke Medical Building at The University of Texas Health Science Center at Dallas to the lowest responsible bidder, Dallas Contractors, Inc., Dallas, Texas, as follows:

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

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

Budget Amendments 1981-82

7. U. T. Austin, U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas), U. T. Galveston Medical Branch (U. T. Galveston Medical School), U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio), and U. T. Cancer Center: Amendments to 1981-82 Budget (1-B-82 and 2-B-82). --  
Upon the recommendation of the Executive Committee, the Board approved amendments to the 1981-82 Operating Budget for the institutions indicated below:

- The University of Texas at Austin, Page 13  
The University of Texas Health Science Center at Dallas  
(U. T. Southwestern Medical School - Dallas),  
Page 13  
The University of Texas Medical Branch at Galveston  
(U. T. Galveston Medical School), Page 14  
The University of Texas Health Science Center at San  
Antonio (U. T. Medical School - San Antonio),  
Pages 15-16  
The University of Texas System Cancer Center,  
Page 16

40  
DOCUMENT  
FILES

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

## THE UNIVERSITY OF TEXAS AT AUSTIN

1981-82 BUDGET

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

## THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1981-82 BUDGET

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



## THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1981-82 BUDGET

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

## THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1981-82 BUDGET

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

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

1981-82 BUDGET

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

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

1981-82 BUDGET

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

REPORT AND RECOMMENDATIONS OF THE FINANCE AND AUDIT COMMITTEE (Pages 17-34 ). -- Committee Chairman Rhodes reported that the Finance and Audit Committee had met in open session on Thursday, December 10, 1981, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minutes Orders which follow were recommended by the Finance and Audit Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. System: Docket No. 1 of the Office of the Chancellor (Attachment No. 1)(Catalog Change). -- The Finance and Audit Committee recommended and the Board approved Docket No. 1 of the Office of the Chancellor in the form distributed by the Executive Secretary. It is attached (Attachment No. 1) following Page 127 and made a part of these Minutes.

It was expressly authorized that any contracts or other documents or instruments approved therein had been or shall be executed by the appropriate officials of the respective institution involved.

It was ordered that any item included in the Docket that normally is published in the institutional catalogs be reflected in the next appropriate catalog published by the respective institution.

2. U. T. Board of Regents - Regents' Rules and Regulations, Part One: Amendments to Chapter II, Sections 2 and 3. -- Sections 2 and 3 of Chapter II of Part One of the Regents' Rules and Regulations were amended as set forth below:

- a. Subsections 2.3, 2.4, 2.5 and Subdivision 2.63 of Subsection 2.6 of Section 2 were amended to read as follows:

- 2.3 The Chancellor also is the chief operating officer of the System Administration, and directly reports to and is responsible to the Board. The following executive officers of the System Administration (as these officers are presently titled and their functions presently organized) directly report to and are responsible to the Chancellor: the Vice Chancellor for Business Affairs; the Vice Chancellor for Lands Management; and the Vice Chancellor and General Counsel. The following principal administrative officers of the System Administration (as these officers are presently titled and their functions presently organized) directly report to and are responsible to the Chancellor: the Director for Development; the Assistant Chancellor for Federal and State Relations; the Assistant to the Chancellor; and the Executive Assistant to the Chancellor.
- 2.4 The Executive Vice Chancellor for Academic Affairs is the chief operating officer of the System for Academic Affairs and, in consultation with the Chancellor, directly reports to and is responsible to the Board for the conduct of the academic affairs of the System. The chief administrative officers of the general academic institutions in the System and the chief administrative officer of the U. T. Institute of Texan Cultures at San Antonio, acting in a line capacity for the operation of their institutions, report to and are responsible to the Executive Vice Chancellor for Academic Affairs.
- 2.5 The Executive Vice Chancellor for Health Affairs is the chief operating officer of the System for health-related education and health services in the System and, in consultation with the Chancellor, directly reports to and is responsible to the Board for

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

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

b. A new Subsection 3.2 to Section 3 was added to read as follows:

3.2 Executive Director for Administration.

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

- 3.21 Facilitating routine communication and coordinating paper flow between the Chancellor and the Executive Vice Chancellors.
- 3.22 Providing day-to-day liaison for the Office of the Chancellor with the Office of the Board of Regents.
- 3.23 Coordinating the submission of agenda items from the Office of the Chancellor for consideration by the Board or by the Standing Committees of the Board.
- 3.24 Coordinating the internal administrative procedures of the Office of the Chancellor.
- 3.25 Providing staff support when requested by the Executive Vice Chancellors in their review of the management of component institutions.
- 3.26 Assisting the Chancellor as directed on specific projects in connection with the Chancellor's responsibility for supervising the various consolidated functions and operations that comprise The University of Texas System Administration.
- 3.27 Coordinating the preparation of the agenda for the meetings of the System Council at the direction of the Chancellor and the Executive Vice Chancellors.
- 3.28 Advising and consulting with the Chancellor, the Executive Vice Chancellors and Chief Administrative Officers or Chief Student Affairs Officers of U. T. component institutions on organization and management of student services and programs.
- 3.29 Performing such other duties and responsibilities as may be directed by the Chancellor and the Executive Vice Chancellors.

c. Subsection 3.2 of Section 3 was renumbered as Subsection 3.3 of Section 3 and amended to read as follows:

3.3 The Assistant to the Chancellor and the Executive Assistant to the Chancellor are the Chancellor's principal staff members in the Office of the Chancellor.

3.31 Assistant to the Chancellor.

The Assistant to the Chancellor is an administrative officer of the System Administration. Subject to delegation by the Chancellor, the duties of the position include:

- 3.311 Providing assistance to the Office of the Chancellor and the Executive Director for Administration in

- the coordination of materials submitted to the Board of Regents and its standing committees.
- 3.312 Coordinating, at the direction of the Chancellor, correspondence and requests from the component institutions.
  - 3.313 Evaluating and coordinating the internal administrative procedures and supporting staff of the Chancellor's Office.
  - 3.314 Supervising the official files of the Office of the Chancellor relating to official documents and correspondence.
  - 3.315 Submitting recommendations for training programs for support staff of the Office of the Chancellor.
  - 3.316 Performing such other duties and responsibilities as may be directed by the Chancellor.
- 3.32 Executive Assistant to the Chancellor.  
The Executive Assistant to the Chancellor is an administrative officer of the System Administration and is the principal assistant to the Chancellor in the administration of the Chancellor's duties and responsibilities. The holder of this position serves simultaneously as Executive Director for Administration in the Office of the Chancellor.
- d. Subdivision 3.31 of Subsection 3.3 of Section 3 was renumbered as Subsection 3.4 of Section 3 and amended to read as follows:
- 3.4 Director for Development.  
Subject to delegation by the Chancellor, the major duties of the Director for Development include:
- 3.41 Acting under the authority delegated by the Chancellor for private fund development for the System.
  - 3.42 Coordinating policies and activities involving internal foundations and University-related external foundations.
  - 3.43 Coordinating and cooperating with the chief administrative officers of the component institutions in development programs.
  - 3.44 Coordinating efforts of component institution officials to create a favorable climate for philanthropic support among various constituencies, including alumni, foundations, business and industry, associations, parents of students, friends and benefactors.
  - 3.45 Advising component institution administrative officials, deans, and directors on projects involving private gift support, suggesting possible granting agencies or benefactors, and assisting when needed in the preparation of grant proposals and their presentation.
  - 3.46 Administering procedures for the preparation of gift records, gift processing, gift acknowledgments, and gift docket for the Board.
  - 3.47 Supervising and coordinating the activities and functions of the Office of Public Information.
- e. Subdivision 3.32 of Subsection 3.3 of Section 3 was renumbered as Subsection 3.5 of Section 3 and amended to read as follows:
- 3.5 Assistant Chancellor for Federal and State Relations.  
The Assistant Chancellor for Federal and State Relations is responsible to the Chancellor for the representation of the System in the area of governmental affairs. Subject to delegation by the Chancellor,

the major duties include:

- 3.51 Representing the System in its relations with federal, state, and local legislative bodies and agencies.
- 3.52 Making recommendations to the Chancellor in the area of public policy as it affects the relationship of the System with the federal, state, and local governments.
- 3.53 Informing appropriate administrative officers of current operations and long-range developments on the federal and state level, which may affect the System.
- 3.54 Maintaining and distributing information to, and advising appropriate System Administration and component institution officials, in order to assure proper action by the System with respect to federal, state, and local governmental programs and activities.
- 3.55 Defining the job responsibilities, the assignment of duties, and supervising staff members employed in or assigned to work in the governmental affairs area.
- 3.56 Performing such other duties and responsibilities for the efficient operation of the System as shall be assigned by the Chancellor.

- f. Subsection 3.4 of Section 3 relating to the duties of the Vice Chancellor for Academic Affairs was deleted (under the reorganization this position no longer exists).
- g. Subsection 3.5 of Section 3 was renumbered as Subsection 3.6 of Section 3 and the lead-in paragraph was amended to read as follows:

3.6 Director of the Institute of Higher Education Management.  
Subject to delegation by the Executive Vice Chancellor for Academic Affairs, the Director of the Institute of Higher Education Management is responsible for directing the programs and training activities of said Institute for the purpose of helping university administrators improve their effectiveness. Specifically, his duties include:

- h. Subsection 3.6 of Section 3 relating to the position of Vice Chancellor for Administration was deleted (under the reorganization this position no longer exists).
- i. The lead-in paragraph of Subsection 3.8 of Section 3 was amended to read as follows:

3.8 Executive Assistant to the Executive Vice Chancellor for Health Affairs.

Subject to delegation by the Executive Vice Chancellor for Health Affairs, the Executive Assistant to the Executive Vice Chancellor for Health Affairs has the general assignment of assisting in the effective coordination of those component institutions concerned primarily with health sciences. His duties may include:

- j. Subdivisions 3.(11)2 and 3.(11)3 of Subsection 3.(11) of Section 3 were amended to read as follows:

3.(11)2 The Council of Academic Institutions.

The Council of Academic Institutions is composed of the Executive Vice Chancellor for Academic Affairs, the chief administrative officers of the general academic institutions of the System, and the chief administrative officer of the U. T. Institute of Texan Cultures. The Chancellor serves as an ex officio member of this Council. The Executive Vice Chancellor for Academic Affairs shall serve as the

Council's permanent chairman and shall conduct regular meetings to review common problems of planning, development, and operation of the several institutions represented.

3. (11)3 The Council of Health Institutions.

The Council of Health Institutions is composed of the Executive Vice Chancellor for Health Affairs, the Executive Assistant to the Executive Vice Chancellor for Health Affairs, and the chief administrative officers of the component institutions of the System concerned directly with health affairs. The Chancellor serves as an ex officio member of this Council. The Executive Vice Chancellor for Health Affairs acts as the Council's permanent chairman and shall conduct regular meetings to review common problems of planning, development, and operation of the several institutions represented. The Executive Assistant to the Executive Vice Chancellor for Health Affairs shall be the permanent vice-chairman.

3. U. T. Board of Regents - Regents' Rules and Regulations, Part One: Amendments to Chapter III, Section 15, Subsection 15.1 and Section 19, Subsection 19.1.-- Approval was given to amend Sections 15 and 19 of Chapter III of Part One of the Regents' Rules and Regulations as set forth below:

a. Subsection 15.1 of Section 15 was amended to read as follows: B

15.1 Vacations for faculty on twelve-month appointments, classified personnel and nonteaching personnel shall be as provided by state law and approved by the Board. Vacations for hourly and part-time employees shall be on a percentage basis for the time appointed. (See the Classified Personnel rules in the institutional Handbook of Operating Procedures.)

b. Subsection 19.1 of Section 19 was amended to read as follows:

19.1 Sick leave for all employees, including faculty, nonteaching personnel, and classified personnel, shall be as provided by state law.

4. U. T. Board of Regents - Regents' Rules and Regulations, Part Two: Amendments to Chapter VI (Staff Benefits).-- Upon recommendation of the Finance and Audit Committee, Part Two of the Regents' Rules and Regulations was amended by deleting Chapter VI in its entirety and substituting the following in lieu thereof: B

Sec. 1. Teacher Retirement System.

Pursuant to Title 110B, Subtitle D, Chapters 31-35, Vernon's Texas Civil Statutes (to be included in the Texas Government Code), a person, unless eligible to participate and participating in the Optional Retirement Program (Section 2 below), employed by the System at least one-half time for a cumulative period of four and one-half months within one fiscal year must participate in the Teacher Retirement System of Texas.

Sec. 2. Optional Retirement Program.

2.1 Pursuant to Section 36.101 et seq., Title 110B, Vernon's Texas Civil Statutes (to be included in the Texas Government Code), the following employees are eligible to participate in the Optional Retirement Program (O. R. P.):

2.11 Full-time faculty members appointed at least four and one-half months.

2.12 Full-time administrative, research or professional personnel appointed for at least four and one-half months, unless included in the classified personnel pay plan of a component institution.



2.2 In accordance with conditions approved by the U. T. Board of Regents, the Office of the Vice Chancellor for Business Affairs will approve the companies authorized to provide annuity contracts, custodial accounts or investment contracts under the O. R. P.

2.3 One change of O. R. P. companies is allowed per year. The change may be made only on the first day of a month.

Sec. 3. Tax Sheltered Annuities.

3.1 Pursuant to Article 6228a-5, Vernon's Texas Civil Statutes, an employee may purchase Tax Sheltered Annuities (T.S.A.) through an approved company.

3.2 In accordance with conditions approved by the U. T. Board of Regents, the Office of the Vice Chancellor for Business Affairs will approve companies authorized to offer annuities under the T.S.A. Program.

Sec. 4. Group Hospitalization and Medical Benefit Plan.

4.1 A person employed at least one-half time may elect optional group hospitalization and medical insurance coverage under a System-wide contract approved by the Office of the Chancellor and the U. T. Board of Regents.

4.2 Employees who do not enroll within 60 days of eligibility may do so only in the annual enrollment period during the month of September.

4.3 The anniversary date of the contract is September 1 of each year.

4.4 An employee enrolled for group hospitalization and medical coverage is automatically enrolled for group dental coverage. (Section 5 below.)

Sec. 5. Group Dental Insurance.

5.1 An employee covered by group hospitalization and medical insurance is also covered by group dental insurance under a System-wide contract approved by the Office of the Chancellor and the U. T. Board of Regents.

5.2 Dependents' dental coverage is available but may be discontinued only if dependents' group hospitalization and medical coverage is discontinued.

5.3 Reinstatement of discontinued dependents' dental coverage shall require a wait of 18 months from date of re-application.

Sec. 6. Group Term Life Insurance.

6.1 A person employed at least one-half time is eligible to purchase group term life insurance and dependents' group term life insurance under a System-wide "One Year Term" plan approved by the Office of the Chancellor and the U. T. Board of Regents.

6.2 The amount of insurance available may not exceed four times annual earnings.

- Sec. 7. Group Cash Value Paid-Up at Age 65 Life Insurance Plan.  
A person employed at least one-half time is eligible to purchase group cash value paid-up at age 65 life insurance under a policy approved by the Office of the Chancellor and the U. T. Board of Regents.
- Sec. 8. Group Long Term Disability Income Insurance.  
A person employed at least one-half time may purchase group long term disability income insurance under a policy approved by the Office of the Chancellor and the U. T. Board of Regents.
- Sec. 9. Group Accident Insurance.  
A person under age 70 and employed at least one-half time may purchase group accident insurance under a policy approved by the Office of the Chancellor and the U. T. Board of Regents.
- Sec. 10. Workers' Compensation Insurance.
- 10.1 Pursuant to Article 8309d of Vernon's Texas Civil Statutes, a System-wide Workers' Compensation Insurance (W. C. I.) Program will provide certain benefits for injuries sustained in the course and scope of employment.
  - 10.2 The System Personnel Office, with the assistance of other appropriate System and component institution offices, shall investigate injuries and publish and enforce safety regulations.
  - 10.3 The System Personnel Office shall be responsible for reporting all covered injuries to the Industrial Accident Board (I. A. B. ).
  - 10.4 The System Personnel Office shall coordinate occupational safety and health activities and enforce occupational safety and health standards.
  - 10.5 The Office of General Counsel shall be responsible for a determination on appeal of I. A. B. decisions.
  - 10.6 A percentage of annual payroll, as approved by the U. T. Board of Regents, shall be set aside to fund the Workers' Compensation Insurance Fund (W. C. I. Fund).
  - 10.61 The System Personnel Office shall be responsible for deposit in the W. C. I. Fund of amounts to be forwarded monthly by each institutional chief business officer for salaries paid from other than state funds.
  - 10.62 The System Personnel Office shall request the State Comptroller to transfer amounts due on payrolls from State funds to the W. C. I. Fund.
  - 10.7 The System Personnel Office shall process all W. C. I. claims for medical care and compensation.
  - 10.8 The System Personnel Office shall prepare an annual report for the U. T. Board of Regents on the status of the W. C. I. Fund.
- Sec. 11. Unemployment Compensation Program.
- 11.1 The System-wide Unemployment Compensation (U. C.) Program will provide weekly benefits as specified in Article 5221-b et seq., Vernon's Texas Civil Statutes.

- 11.2 The U. C. Fund is established by the U. T. Board of Regents to be maintained in one or more regular depositories approved by the U. T. Board of Regents. The System Personnel Office shall administer funding by assessment on all salary sources other than State General Revenue Funds as provided in Section 11.24 below.
- 11.21 The System will reimburse the State General Revenue Fund from the U. C. Fund for claims charge-backs paid by the State Comptroller for former employees paid from other funds.
- 11.22 Claims charge-backs for former employees paid from State General Revenue Funds shall be referred to the State Comptroller for payment.
- 11.23 The U. C. Fund shall at all times operate under principles agreed upon by the System and the U.S. Department of Health and Human Services.
- 11.24 Assessment rates shall be calculated to maintain the U. C. Fund balance within a range of \$1,215,000 to \$1,755,000 and to provide minimum balance fluctuations and maximum rate stability.
- 11.25 Expenditures from the U. C. Fund shall be limited to direct costs in accordance with Federal Management Circular 73-8, Section J. 7.
- 11.3 The System Personnel Office, working in coordination with appropriate System and component institution offices, shall administer the U. C. Program and represent the System and component institutions in appeals to the Texas Employment Commission (T. E. C.).
- 11.4 The Office of General Counsel shall be responsible for a determination on appeals of T. E. C. decisions.
- 11.5 The System Personnel Office shall prepare an annual report for the U. T. Board of Regents on the status of the U. C. Fund.
- Sec. 12. Social Security (Old Age and Survivors Insurance).  
Pursuant to 42 U.S.C. §410, all employees must participate in the Social Security Program.
- Sec. 13. Deferred Compensation Plan.  
As authorized by Article 6252-3b, Vernon's Texas Civil Statutes, any employee may participate in the Deferred Compensation Plan.
- Sec. 14. Premium Sharing.
- 14.1 A person employed at least one-half time is eligible to receive the full amount of premium sharing specified by state law.
- 14.2 A person employed at least one-half time will receive a basic insurance coverage. Each eligible employee may elect other optional coverage within 60 days of employment or waive coverage at any time.
- 14.3 The total premium for basic coverage shall not exceed the amount of employer contribution.
- Sec. 15. U.S. Savings Bonds.  
All employees shall be provided the opportunity to participate in the purchase of U.S. Savings Bonds by payroll deduction.

Sec. 16. Availability of Complete Benefit Descriptions.  
 The Office of the Chancellor shall insure that up-to-date accurate descriptions of the participation and eligibility requirements for all employee benefits and programs are conveniently available to all prospective and current employees at System Administration offices and at all component institutions.

5. U. T. System: 1982-83 Budget Policies and Limitations for General Operating Budgets, Auxiliary Enterprises, Contract Areas, Current Restricted Funds, and Service and Revolving Fund Activities; Calendar for Budget Operations. -- Upon recommendation of the Finance and Audit Committee, the Board approved the 1982-83 Budget Policies and Limitations and Calendar for preparing the 1982-83 Operating Budgets for The University of Texas System in the form set out below:

1982-83 Budget Policies and Limitations

for General Operating Budgets,  
 Auxiliary Enterprises, Contract  
 Areas, Current Restricted Funds,  
 and Service and Revolving Fund  
 Activities.

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

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

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

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

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

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

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

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

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

Maximum compensation by rank is limited to one hundred percent above the State funds salary limits: maximum compensation for each faculty member is limited to one hundred

percent over the individual's salary rate, not to exceed the ceiling for the individual's rank.

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

1982-83 OPERATING BUDGET CALENDAR

December 11, 1981	Board Approval of Policies
March 24, 1982	Five Draft Copies of Budgets due to System Administration (including supplemental data)
April 12-23, 1982	Budget Hearings with System Administration
May 3, 1982	Thirty Copies of Budgets due to System Administration (with adjusted supplemental data as applicable)
May 26, 1982	Budgets mailed to Board of Regents
June 11, 1982	Regents' Budget Meeting

6. U. T. System: Approval of Conditions to be Met by Organizations Seeking Authorization to Write Tax Sheltered Annuities (T.S.A.) for Employees. -- The Board approved the following conditions to be met by organizations seeking authorization to write tax sheltered annuities for employees of The University of Texas System:

Conditions to be Met by Organizations Seeking Authorization to Write Tax Sheltered Annuities for Employees of The University of Texas System

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

- (a) An insurance company must certify that it is qualified and admitted to do business in Texas in accordance with rules and regulations of the State Board of Insurance.
- (b) A national bank must certify that it is chartered to do business in Texas by the Controller of the Currency.

- (c) A state bank must certify that it is chartered to do business in Texas by the State Banking Board.
- (d) An investment company must certify that it has been approved to do business in Texas in accordance with requirements of the State Securities Board.
- (e) All companies must certify that the contracts, accounts, policies and procedures to be used are qualified under Sections 401(g), 403(b) and 415 of the Internal Revenue Code, as amended.
- (f) All companies must certify that the contract, account or policy shall provide an annuity under The University of Texas System Tax Sheltered Annuity Program which does not contain a "life insurance feature."
- (g) An insurance company must specify whether fixed or variable annuities will be offered.
- (h) An insurance company must specify whether individual or group contracts are to be offered.
- (i) All companies must certify that annuity and investment contracts, accounts and policies are in accordance with all requirements of the T.S.A. Program as set forth in Article 6228a-5, Vernon's Texas Civil Statutes.
- (j) An insurance company must certify that the contract or policy to be offered has the approval of the Texas State Board of Insurance.
- (k) A national bank must certify that the account to be offered has the approval of the U.S. Controller of the Currency.
- (l) A state bank must certify that the account to be offered has the approval of the Texas State Banking Board.
- (m) An investment company must certify that the contract or policy to be offered has the approval of the Texas State Securities Board, pursuant to the Securities Act (Vernon's Texas Civil Statutes, Article 581-1 et seq.).
- (n) All companies must certify compliance with "Rules for Administration of Retirement Annuity Programs" adopted by the Administrative Council, Coordinating Board, Texas College and University System, under the authority of Article 3.50-3 et seq. of the TEXAS INSURANCE CODE.
- (o) All companies must agree to respect the working hours and responsibilities of all employees when making appointments to discuss Tax Sheltered Annuities.
- (p) All companies must certify that they have received and will comply with Section 6.13, Chapter VI, Part One of the Rules and Regulations of the Board of Regents of The University of Texas System regarding campus solicitation.

- (q) All companies must certify that all agreements required by the company must be submitted to The University of Texas System for approval.
- (r) All companies must certify that contracts or specimen contracts for each product to be offered have been furnished to The University of Texas System for approval.
- (s) All companies must certify that all new or amended contracts to be issued will be submitted to The University of Texas System for approval pursuant to these Conditions in effect at the time the new contract is to be and any subsequent amendments.
- (t) All companies must certify that each product to be offered will be submitted and approved in advance of the offering for sale of the product.
- (u) All companies must certify that any amendments to contracts, accounts or policies mandated by federal or state laws, regulations, revenue rulings or opinions of the Attorney General of Texas will be made upon request of The University of Texas System.
- (v) All companies must certify that contributions and new contracts entered into after September 25, 1981, (the date of Revenue Ruling 81-225) will not have adverse tax consequences to participants and will provide tax sheltered status to contributions made, within the provisions of Section 403(b) of the Internal Revenue Code, as amended. (All companies must provide documentation in support of this certification.)
- (w) All companies offering contracts, accounts or policies as described in Section 403(b)(7), Internal Revenue Code, as amended, must specifically certify that the product will not result in adverse tax consequences to participants and will provide tax sheltered status to contributions made, within the provisions of Section 403(b)(7). (All companies must provide documentation in support of this certification.)
- (x) An investment company or custodial account bank must certify that all contracts, policies or accounts shall be offered in compliance with Securities and Exchange Commission Releases 31-6352 and IC-11960.
- (y) All companies must certify that each officer, agent, broker, employee or other representative involved in the sale of contracts, accounts or policies under these Conditions will be provided with a copy of the Conditions and will comply with these Conditions and all applicable laws.



7. U. T. System: Approval of Conditions to be Met by Organizations Seeking Authorization to Provide Annuity Contracts, Custodial Accounts or Investment Contracts Under the Optional Retirement Program. -- Approval was given to the following conditions to be met by organizations seeking authorization to provide annuity contracts, custodial accounts or investment contracts under the Optional Retirement Program for The University of Texas System:

Conditions to be Met by Organizations Seeking Authorization to Provide Annuity Contracts, Custodial Accounts or Investment Contracts Under the Optional Retirement Program for The University of Texas System

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

- (a) An insurance company must certify that it is qualified and admitted to do business in Texas in accordance with rules and regulations of the State Board of Insurance.
- (b) A national bank must certify that it is chartered to do business in Texas by the Controller of the Currency.
- (c) A state bank must certify that it is chartered to do business in Texas by the State Banking Board.
- (d) An investment company must certify that it has been approved to do business in Texas in accordance with requirements of the State Securities Board.
- (e) All companies must certify that the contracts, accounts, policies and procedures to be used are qualified under Section 403(b) of the Internal Revenue Code, as amended.
- (f) All companies must provide a description of the procedure used in allocating the State's first year matching contribution and certify that such procedure will enable the contract, account or policy to retain Section 403(b) tax sheltered status during the first year of employee participation under a salary reduction agreement.

- (g) All companies must certify that the contract, account or policy shall provide an annuity under The University of Texas System Optional Retirement Program which does not contain a "life insurance feature."
- (h) All companies must certify that contracts, accounts and policies to be issued to employees of The University of Texas System are in accordance with the following Texas Attorney General's Opinion:

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

- (i) An insurance company must specify whether fixed or variable annuities will be offered.
- (j) An insurance company must specify whether individual or group contracts are to be offered.
- (k) All companies must include a copy of the Securities and Exchange Commission exemption required for contracts to be used in an O.R.P. pursuant to 15 U.S.C. § 80a-6 and Tex. Att'y Gen. Op. No. H-532 (1975).
- (l) All companies must certify that contracts, accounts and policies to be offered are in accordance with all requirements of the Optional Retirement Program as set forth in Section 36.001 et seq., Title 110B, Vernon's Texas Civil Statutes (to be included in the TEXAS GOVERNMENT CODE).
- (m) An insurance company must certify that the contract or policy to be offered has the approval of the Texas State Board of Insurance.
- (n) A national bank must certify that the account to be offered has the approval of the U.S. Controller of the Currency.
- (o) A state bank must certify that the account to be offered has the approval of the Texas State Banking Board.
- (p) An investment company must certify that the contract or policy to be offered has the approval of the Texas State Securities Board, pursuant to the Securities Act (Vernon's Texas Civil Statutes, Article 581-1 et seq.).

- (q) All companies must certify that a written statement from the University certifying vesting status and the termination date of employment will be required before employee withdrawal from the Optional Retirement Program is permitted.
- (r) All companies must certify that the total amount of the State's first year matching contribution will be refunded to The University of Texas System promptly in the event the employee does not begin a second year of O.R.P. participation.
- (s) All companies must certify that no minimum monthly or yearly contributions shall be required.
- (t) All companies must guarantee compliance with the provisions set out in the memorandum issued by the Office of the Chancellor, The University of Texas System, dated October 8, 1968, in reference to the Optional Retirement Program.
- (u) All companies must agree to respect the working hours and responsibilities of all employees when making appointments to discuss the Optional Retirement Program.
- (v) All companies must certify that they have received and will comply with Section 6.13, Chapter VI, Part One of the Rules and Regulations of the Board of Regents of The University of Texas System regarding campus solicitation.
- (w) All companies must certify that all agreements required by the company must be submitted to The University of Texas System for approval.
- (x) All companies must certify that contracts or specimen contracts for each product to be offered have been furnished to The University of Texas System for approval.
- (y) All companies must certify that each product to be offered will be submitted and approved in advance of the offering for sale of the product.
- (z) All companies must certify that all new or amended contracts to be issued will be submitted to The University of Texas System for approval pursuant to these Conditions and any subsequent amendments.
- (aa) All companies must certify compliance with "Rules for Administration of Retirement Annuity Programs" adopted by the Administrative Council, Coordinating Board, Texas College and University System, under the authority of Article 3.50-3 et seq. of the TEXAS INSURANCE CODE.

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

STATEMENT BY COMMITTEE CHAIRMAN RHODES REGARDING AUDITS WITHIN U. T. SYSTEM.--At the conclusion of the report of the Finance and Audit Committee, Chairman Rhodes noted that the Committee had discussed the routine audits which are conducted regarding the fiscal affairs of each component. He advised the Board that the annual audits made by the State Auditor as well as the associated management letters would be routinely reviewed by the Committee to ensure prompt and effective follow-up action. Chairman Rhodes advised further that the Office of the Chancellor had been advised to bring to the Committee's attention any institutional internal audit which suggested inadequate or ineffective fiscal controls or procedures.

A-19  
A-2

REPORT AND RECOMMENDATIONS OF THE ACADEMIC AFFAIRS COMMITTEE (Pages 34-69 ).--Committee Chairman (Mrs.) Blumberg reported that the Academic Affairs Committee had met in open session on Thursday, December 10, 1981, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Academic Affairs Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. Board of Regents - Regents' Rules and Regulations, Part One: Amendment to Chapter VI, Section 6, Subsection 6.12, Subdivision 4 (Leasing of Space to State or Federal Credit Unions).--Approval was given to amend Subdivision 4 of Subsection 6.12 of Section 6 of Chapter VI of Part One of the Regents' Rules and Regulations to read as follows:

B

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

study of

2. U. T. System: Authorization for a Study of Teacher Education in the General Academic Components -- Upon recommendation of the Academic Affairs Committee, the Board directed the Office of Academic Affairs of The University of Texas System to make a study of the teacher education programs in the general academic components of the System and to report to the Board as to the findings of that study.

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3. U. T. Arlington: Increase in Student Services Fee (Required) Effective for the Fall Semester 1982 (Catalog Change). -- The Student Services Fee (Required) at The University of Texas at Arlington was increased from \$4 per semester credit hour to \$5 per semester credit hour not to exceed \$60 for any one semester or summer session effective with the Fall Semester 1982.

(2) 10

It was ordered that the next appropriate catalog published at U. T. Arlington be amended to reflect this action.

4. U. T. Arlington: Increase in Rental Rates for Student Housing (Catalog Change) Residence Halls, Rates -- The monthly rental rates for student housing now under construction at The University of Texas at Arlington were increased as set forth below:

(2) 10

<u>Unit</u>	<u>Persons Per Unit</u>	<u>Monthly Rate Per Unit</u>
1	2	\$260
2	2	280
3	2	275
4	2	280
5	3	330
6	2	300

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

It is anticipated that the new facility will be occupied in January 1982.

Authorization was given to amend the next published catalog at U. T. Arlington to conform to this action.

Arlington, City of: Agreements with

5. U. T. Arlington: Approval of a Revised Lease with the City of Arlington for Use of the Recreational Area at the Intersection of Park Row and Fielder Streets, Arlington, Texas. -- Approval was given to a revised lease with the City of Arlington (Pages 36-41) which permits the citizens of Arlington the right of first priority use of the recreational area at the intersection of Park Row and Fielder Streets on the campus of The University of Texas at Arlington for the period of May 1 through July 31 of each year. U. T. Arlington retains the right of first priority use for the period of August 1 through April 30 of each year.

400 ✓

The City of Arlington will be responsible for paying electrical utility bills and maintenance of the electrical system.

RESOLUTION NO. SI-496

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

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


1.

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

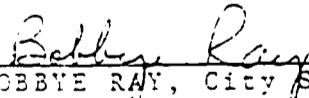
2.

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

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

  
S. J. STOVALL, Mayor

ATTEST:

  
BOBBIE RAY, City Secretary

APPROVED AS TO FORM:

Tom Todd, City Attorney

By: 

## AGREEMENT FOR LEASE OF RECREATIONAL AREA

STATE OF TEXAS. I

COUNTY OF TARRANT I

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

## W I T N E S S E T H:

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

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

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

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

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

## ARTICLE 1. PROPERTY DESCRIPTION

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

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



portions of said 50.0 acre tract of land heretofore dedicated to public use as a portion of the rights-of-way of West Park Row, Fielder Road or West Mitchell Street, public streets in the City of Arlington.

#### ARTICLE 2. USE

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

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

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

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

2.5. In consideration of the CITY'S responsibility for paying electrical utility bills and maintenance of the electrical system, UTA agrees to provide a Manager, maintain the Property, other than the electrical system, and make improvements deemed appropriate by UTA. However, no improvements will be made to the Property that affect (1) the configuration of the present facilities located on the Property or (2) the usage of the Property.

#### ARTICLE 3. TERM

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

#### ARTICLE 4. RIGHT OF TERMINATION

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

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

#### ARTICLE 5. INSURANCE - INDEMNIFICATION

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

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

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

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

#### ARTICLE 6. MAINTENANCE

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

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

#### ARTICLE 7. NOTICE

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

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

CITY OF ARLINGTON (CITY)

By: *J. Howell*  
Mayor

ATTEST:

*Elizabeth King*  
City Secretary

BOARD OF REGENTS OF  
THE UNIVERSITY OF TEXAS SYSTEM

By: \_\_\_\_\_  
Chairman  
JAMES L. POWELL

ATTEST:

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

6. U. T. Arlington: Affiliation Agreements <sup>Based on Model</sup> with (a) Casa de los Amigos-Young Men's Christian Association, Dallas, Texas; and (b) Hidalgo Health Care Corporation, Pharr, Texas. -- The affiliation agreements by and between The University of Texas at Arlington and the following facilities were approved. The agreements were executed by the appropriate officials of the institution and facility on the dates indicated below to be effective upon approval by the U. T. Board of Regents:

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

These agreements follow the format for affiliation agreements approved by the U. T. Board of Regents on December 16, 1977. They will provide training opportunities for students in U. T. Arlington's School of Nursing.

7. U. T. Austin: Appointment of (a) Dr. Wayne A. Danielson to the Jesse H. Jones Professorship in Journalism and (b) Dr. Alan J. Scott to The First Mr. and Mrs. Charles E. Yager Professorship in the Department of Geological Sciences Effective January 16, 1982. --  
By separate motions, approval was given to appoint the following at The University of Texas at Austin effective January 16, 1982: (2) 1000

- a. Dr. Wayne A. Danielson, Professor of Journalism, to the Jesse H. Jones Professorship in Journalism
- b. Dr. Alan J. Scott, Professor of Geological Sciences, the initial holder of The First Mr. and Mrs. Charles E. Yager Professorship in the Department of Geological Sciences

8. U. T. Austin: Appointment of Mr. Hayden Head to the Board of Directors of Toreador Royalty Corporation (Toreador Trust Fund for Salary Supplementation for School of Law). -- In compliance with the Bylaws of the Toreador Royalty Corporation and in order to fill a vacancy due to a resignation, Mr. Hayden Head of Corpus Christi, Texas, was appointed a member of the Board of Directors of that Corporation. 1000

The U. T. Board of Regents owns 960,000 shares of 4% Preferred Stock of Toreador Royalty Corporation, the income of which is used for salary supplementation in the School of Law at The University of Texas at Austin.

#### Outside Employment

9. U. T. Austin: Permission for Dr. Charles Warlick to Serve on the Texas Automated Information Systems Advisory Council | Regents' Rules and Regulations, Part One, Chapter III, Sections 13.(10) and 13.(11). -- Permission was granted for Dr. Charles Warlick, Director of the Computation Center at The University of Texas at Austin, to serve on the Texas Automated Information Systems Advisory Council from September 1, 1981 to February 1, 1982. Dr. Warlick will receive no compensation for his services but will be reimbursed for actual and necessary expenses incurred in the performance of his duties as a member. B

This appointment is of benefit to the State of Texas and creates no conflict with Dr. Warlick's regular duties at U. T. Austin. It is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Civil Statutes and Sections 13.(10) and 13.(11), Chapter III, Part One of the Regents' Rules and Regulations.

#### Agreement

10. U. T. Austin: Agreement with Texas Longhorn Education Foundation, Inc., for Use of Space in Belmont Hall -- Approval was given to the agreement set out on Pages 43-44 by and between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin, and the Texas Longhorn Education Foundation, Inc. (an external foundation) relating to the use of certain space located on the 9th level of Belmont Hall at U. T. Austin. 400 ✓

## AGREEMENT

STATE OF TEXAS  
 COUNTY OF TRAVIS

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 1000

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

## WITNESSETH:

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

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

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

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

ATTEST:

Executive Secretary  
ARTHUR H. DILLY

By: \_\_\_\_\_  
JAMES L. POWELL, Chairman

ATTEST:

TEXAS LONGHORN EDUCATION FOUNDATION

Secretary/Treasurer

Secretary

By: \_\_\_\_\_

Approved as to Content:

Approved as to Form:

Peter T. Flawn, President

Office of General Counsel

11. U. T. Austin: Approval of Private Fund Development Campaign for the College of Engineering (Regents' Rules and Regulations, Part One, Chapter VII, Section 2.44) and Naming of Facilities Other Than Buildings as a Part Thereof (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1). -- In accordance with the Regents' Rules and Regulations, Part One, Chapter VII, Section 2.44, approval was given to a private fund development campaign for the College of Engineering at The University of Texas at Austin and to the naming of facilities other than buildings as a part thereof pursuant to Section 1 of Chapter VIII of Part One of the Regents' Rules and Regulations.

The funds raised by the campaign will be used to help finance the construction and equipping of the Engineering Teaching Centers.

The naming of specific rooms or laboratories, as well as the size of gifts required, will be subject to future approval by the U. T. Board of Regents.

12. U. T. Austin: Amendments to The Centennial Teachers and Scholars Program. -- The establishment of The Centennial Teachers and Scholars Program at The University of Texas at Austin was approved by the U. T. Board of Regents on August 14, 1981. The provisions relating to that program were amended by the Board on October 9, 1981, and upon recommendation of the Academic Affairs Committee additional amendments were approved.

The provisions relating to The Centennial Teachers and Scholars Program at U. T. Austin as amended are set forth below in their entirety:

- a. that The Centennial Teachers and Scholars Program be established to be effective September 1, 1981;
- b. that, except as provided in Item f. (6) below, The Centennial Teachers and Scholars Program cease on August 31, 1983;
- c. that \$10 million in Available University Fund monies be earmarked for The Centennial Teachers and Scholars Program for the fiscal year beginning September 1, 1981; that, with the prior approval of the Board of Regents, additional Available University Fund monies (if needed and available) may be earmarked for the program during Fiscal Year 1982;
- d. that the President of U. T. Austin and the Chancellor of the U. T. System be instructed to recommend in the summer of 1982 an amount of Available University Fund monies to be earmarked for The Centennial Teachers and Scholars Program for the fiscal year beginning September 1, 1982;
- e. that the President of U. T. Austin and the Chancellor of the U. T. System be instructed to report to the Board in the summer of 1983 as to the desirability of continuing under another name a program of matching private grants for the endowment of academic positions out of the Available University Fund; and
- f. that, subject to the availability of matching funds, the President of U. T. Austin and the Office of the Chancellor of the U. T. System shall make recommendations to the Board of Regents for the matching of individual private grants with



Available University Fund monies under The Centennial Teachers and Scholars Program pursuant to the following guidelines:

- (1) that matching monies be available only for grants from private sources in amounts that will, at a minimum, fully fund one of the endowed academic positions provided for in Section 4 of Chapter I of Part Two of the Regents' Rules and Regulations as the Section now reads or as it later may be amended;
- (2) that once the condition in (1) above is met, the Board of Regents agrees to match from the Available University Fund each dollar granted by private sources, at the donor's option, as follows:
  - (a) the Board of Regents will provide matching monies in an amount sufficient to double the size of the grant for the establishment of one endowed academic position; or
  - (b) the Board of Regents will allow the grant to be divided and will provide matching monies on a dollar-for-dollar basis to each divided portion of the grant in order to establish additional endowed academic positions that require the same or a lesser minimal amount for establishment;
- (3) that, other than the matching of private grants with Available University Fund monies, all provisions of Section 4 of Chapter I of Part Two of the Regents' Rules and Regulations as that section now reads or as it later may be amended will be in full force and effect;
- (4) that the investment procedures for the endowments established under The Centennial Teachers and Scholars Program be the same as those established for other endowments of academic positions;
- (5) that The Centennial Teachers and Scholars Program be effective for gifts received on or after September 1, 1981 and, except as provided in (6) below, before or on August 31, 1983;
- (6) that matching monies made available under The Centennial Teachers and Scholars Program be available for matching pledges made before or on August 31, 1983 if the pledges are to be fulfilled during the two-year period following August 31, 1983;
- (7) that matching monies made available under The Centennial Teachers and Scholars Program be available for matching testamentary grants insofar as the terms of the last will and testament of the donor, the wishes of the donor as determined by the last will and testament, and these guidelines are in harmony;

- (8) that, should The Business School Foundation, The University of Texas Law School Foundation, The Lyndon Baines Johnson Foundation, The Texas Longhorn Education Foundation, Inc., or The University of Texas Foundation, Inc. (five closely cooperating external foundations) elect to transfer to The University of Texas at Austin the corpus of any grant made to any of them on or after September 1, 1980 for the endowment of academic positions at The University of Texas at Austin, matching monies made available under The Centennial Teachers and Scholars Program will be available for matching purposes under these guidelines; and
- (9) that for each grant during the 1981-83 biennium to The Business School Foundation, The University of Texas Law School Foundation, The Lyndon Baines Johnson Foundation, The Texas Longhorn Education Foundation, Inc., or The University of Texas Foundation, Inc., that is irrevocably dedicated to fully fund one of the endowed academic positions listed in Section 4 of Chapter I of Part Two of the Regents' Rules and Regulations, the U. T. System Board of Regents will consider establishing within the University a matching endowed academic position of identical value, subject to certification by the Office of General Counsel that the terms of the grant to the Foundation irrevocably guarantee that the income from the endowment perpetually will be distributed to The University of Texas at Austin.
13. U. T. Austin: Acceptance of Clay-Brooks Cedar House from Mr. and Mrs. Peter G. Brooks, Houston, Texas, for the Winedale Historical Center and Authorization for Expenditures for Related Expenses. -- The Board accepted the historic Clay-Brooks Cedar House with an appraised value of \$85,000 from Mr. and Mrs. Peter G. Brooks, Houston, Texas, for the Winedale Historical Center of The University of Texas at Austin and authorized the expenditure of designated funds of approximately \$19,500 to move the house and restore the area in Brenham, Texas, where the house is located.

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The house will be restored to serve as a dining facility with a commercial kitchen and two guest rooms. Funds for this restoration will come from private donors and fund raising programs within the guidelines approved February 13, 1981, by the U. T. Board of Regents.

14. U. T. Austin: <sup>Based on Model</sup> Affiliation Agreement with Capital Area Rehabilitation Center, Austin, Texas. -- Approval was given to an affiliation agreement by and between The University of Texas at Austin and the Capital Area Rehabilitation Center, Austin, Texas. The agreement, executed by the appropriate officials of the institution and facility on September 15, 1981, to be effective upon approval by the U. T. Board of Regents, will provide training opportunities for students in U. T. Austin's School of Social Work.

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✓

This agreement follows the format for affiliation agreements approved by the U. T. Board of Regents on December 16, 1977.

Advisory Council

15. U. T. Austin - (a) College of Engineering Foundation and (b) College of Fine Arts Foundation Advisory Councils: Nominees. -- One nominee each for membership on The University of Texas at Austin College of Engineering Foundation and College of Fine Arts Foundation Advisory Councils was approved for terms to expire in 1984. The names of the nominees will be reported for the record after they have been contacted and have accepted the appointments. (2) 11
16. U. T. Dallas - The Aerospace Heritage Foundation, Inc.: Appointment of Mr. M. Howard Megredy to Board of Directors. -- Approval was given to appoint Mr. M. Howard Megredy, former director of the City of Dallas Aviation Department, to the Board of Directors of The Aerospace Heritage Foundation, Inc., an internal corporation as defined in Section 6 of Chapter VII of Part One of the Regents' Rules and Regulations. It was noted that a major purpose of The Aerospace Heritage Foundation, Inc. is the support of the History of Aviation Collection at The University of Texas at Dallas. 12
17. U. T. Dallas: Constitution of the Student Congress as Amended. -- Approval was given to amend Articles I and II of the Constitution of the Student Congress at The University of Texas at Dallas, and the Constitution as amended was approved as set out on Pages 48-53. 12

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

## STATEMENT OF PURPOSE

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

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

ARTICLE I  
STUDENT CONGRESS  
Subarticle A

## Section 1. Composition

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

Section 2. Term of Office

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

Section 3. Assumption of Office

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

Section 4. Other Representation

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

Subarticle B

Section 1. Presiding Officer

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

Section 2. Quorum

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

Section 3. Meetings

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

Subarticle C

Section 1. Executive Director of Student Services

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

Section 2. Faculty Advisor

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

ARTICLE II  
EXECUTIVE FUNCTION

Section 1. Executive Officers

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

Section 2. Election of President and Vice President

The President and Vice President of the Student Government shall be chosen by an at-large election of the entire Student Body in the spring of each year.

Section 3. Selection of Other Officers

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

Section 4. Term of Office

(1) The term of office for the President and the Vice President shall be from the first day of May until the last day of April the following year.

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

ARTICLE III  
FUNCTIONS AND POWERS  
Subarticle A

Section 1. Legislative Power

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

Section 2. Powers and Responsibilities of the Student Congress  
The Student Congress shall have the power and responsibility to:

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

Section 3. Voting by Proxy

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

Section 4. Parliamentary Authority

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

Subarticle B

Section 1. Powers and Responsibilities of the President

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

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

Section 2. Powers and Responsibilities of the Vice President

The Vice President shall have the power and responsibility to:

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

Section 3. Secretary of the Student Congress

The Secretary of the Student Congress shall:

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

Section 4. Treasurer of the Student Congress

The Treasurer of the Student Congress shall:

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

Section 5. Parliamentarian of the Student Congress

The Parliamentarian of the Student Congress shall:

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

Section 6. Executive Committee

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

ARTICLE IV  
QUALIFICATIONS AND ELECTIONS

Section 1. General Qualifications

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

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

Section 2. Term of Office for President and Vice President

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

Section 3. Voting

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

Section 4. Elections

(1) All elections provided for in this Constitution shall be administered by the Rules Committee.

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

(3) Write-in balloting shall not be accepted in any run-off election.

(4) All other elections shall be decided by a plurality of the votes cast, provided that in the event of a tie vote, a run-off election shall be held.

(5) Special elections may be called by the Student Congress by a two-thirds vote of the membership of the Student Congress.

ARTICLE V  
STANDING COMMITTEES

Section 1.

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

Section 2. Composition

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

Section 3. Chairperson

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

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

Section 4. Committee Responsibilities

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

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

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

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

ARTICLE VI  
STUDENT JUDICIAL BOARD

Section 1. Composition

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

Section 2. Term of Office

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

Section 3. Presiding Officer

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

Section 4. Selection Process

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

Section 5. Constitutional Interpretation

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

## Section 6.

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

ARTICLE VII  
VACATING AN OFFICE

## Section 1. Removal from Office

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

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

## Section 2. Succession

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

## Section 3. Special Elections

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

## Section 4. Student Judicial Board Vacancies

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

ARTICLE VIII  
RATIFICATION AND AMENDMENT

## Section 1. Student Congress-Initiated Amendment

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

## Section 2. Student Body-Initiated Amendment

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

## Section 3. Ratification

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

## Section 4. Permanent Copy

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

## Section 5. Deletion and Substitution

Amendments by deletion and substitution are allowed.

## Section 6. Ex-Post Facto

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

## Section 7.

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



18. U. T. Dallas: Appointment of Dr. Claud Stanley Rupert to the Lloyd Viel Berkner Professorship Effective Immediately. -- The Board appointed Dr. Claud Stanley Rupert, Professor of Biology at The University of Texas at Dallas, to the Lloyd Viel Berkner Professorship effective immediately.

12

19. U. T. El Paso: Affiliation Agreements with (a) Eastwood Hospital, Inc., d/b/a Eastwood Hospital, El Paso, Texas; (b) The Federal Correctional Institution, La Tuna, Texas; and (c) Texas Youth Council, El Paso House, El Paso, Texas. -- Approval was given to affiliation agreements by and between The University of Texas at El Paso and the following facilities. The agreements were executed by the appropriate officials on the dates indicated below to be effective upon approval by the U. T. Board of Regents:

Based on Model NonHealth

(2) 400 ✓✓

<u>Facility</u>	<u>Agreement Executed</u>
(a) ✓ Eastwood Hospital, Inc., d/b/a Eastwood Hospital, El Paso, Texas	October 19, 1981

This agreement, which follows the format for affiliation agreements approved by the U. T. Board of Regents on December 16, 1977, will provide training opportunities for U. T. El Paso nursing students.

(b) ✓ The Federal Correctional Institution, La Tuna, Texas	November 2, 1981
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(c) ✓ Texas Youth Council, El Paso House, El Paso, Texas	September 15, 1981
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The foregoing agreements will provide training opportunities for students of U. T. El Paso's social work program and are based on the model agreement for educational experiences in non-health related programs adopted by the U. T. Board of Regents on October 24, 1980.

20. U. T. Permian Basin: Authorization to Lease Unused Mobile Home Sites to Students, Faculty and Staff. -- Due to the severe housing shortage in the Midland/Odessa area and the shortage of spaces for parking mobile homes, authorization was given to lease the unused mobile home sites on the campus of The University of Texas of the Permian Basin to students, faculty and staff at the rate of \$75 per month for students and \$100 per month for faculty and staff. It was noted that water and trash removal will be furnished by the University.

400

21. U. T. San Antonio: Approval of Loan Agreement with Mrs. Ruby Peace for Locating the Remaining Documents of the John Peace Collection in Library. -- Upon recommendation of the Academic Affairs Committee, the Board approved the loan agreement set out on Pages 55-68 between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at San Antonio, for the purpose of locating the remaining documents of the John Peace Collection in the library at U. T. San Antonio.

400 ✓

Mrs. Peace will retain title to the materials and when it becomes feasible and desirable, the title to the materials or groups of materials can be transferred to the University and removed from the list of materials on indefinite loan to U. T. San Antonio.

LOAN AGREEMENT

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

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

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

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

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

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

1. Mrs. Ruby Peace hereby tenders, and the University hereby accepts, the Collection (the inventory thereof is contained in Exhibit A) as a loan for an indefinite period subject to the right of Mrs. Ruby Peace to demand a return of all or part of the Collection at any time, and from time-to-time, by giving University written notice of at least ninety (90) days.
2. All rights of ownership and title to the Collection shall remain with Mrs. Ruby Peace.
3. The Collection will be made available for research and scholastic purposes which are proper in University's judgment, subject, however, to procedures acceptable to Mrs. Ruby Peace. If University desires to make the Collection available for any other purpose, or used in any other manner, it must first obtain Mrs. Ruby Peace's written approval.

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

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

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

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

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

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

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

MRS. RUBY PEACE

THE UNIVERSITY OF TEXAS  
AT SAN ANTONIO

By Mrs. Ruby Peace

By James H. Hays

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

Date: July 24, 1981

Approved as to Content:

Approved as to Form:

Cliff Dilly  
Chancellor of the University of  
Texas System

Robert Williams  
Office of General Counsel

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY  
OF TEXAS SYSTEM

By Arthur H. Dilly  
Secretary ARTHUR H. DILLY

By: \_\_\_\_\_  
Chairman JAMES L. POWELL

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

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

Box I

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

Box II

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

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

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

## Box IV

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

## Box VI

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

- 1857 Journal of the State of Texas - 7th Biennial Session  
 1858 Appendix to the Journal of the State of Texas -  
 7th Biennial Session  
 1857 Report of the Secretary of State to the Governor  
 in regard to the operation of his office.  
 1859 Biennial Report of the Comptroller of Texas for  
 the Fiscal Year 1858-59  
 1859 Report of the Commissioner of the General Land  
 Office 1858-59  
 1859 Report of the Directors, Supt., Agent of the Texas  
 Penitentiary  
 1859 Report of the Supt. of the Lunatic Asylum of the  
 State of Texas  
 1857 First Annual Report of the President, Officers of  
 the Texas Institution for the Education of the  
 Deaf and Dumb  
 1859 Second and Third Annual Reports of the President,  
 Officers of the Texas Institution for the Education  
 of the Deaf and Dumb  
 1858 First Semi-Annual Report of the Supt. of the Lunatic  
 Asylum of the State of Texas  
 1858 Reports of the Select Committee of the Senate of  
 Joint Resolutions Relative to the Arrest of  
 Gen. William Walker  
 1858 Annual Report of the Treasurer of the State of  
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Box VIII

3

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1807-1842 Jose Enrigue De La Pena. Diary, Handwritten in  
Spanish

A. Use

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

B. Maintenance

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

The following environmental controls and conditions exist:

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

C. Security

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

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

Exhibit B - 2

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

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AUTHORIZATION FOR ACCESS TO  
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 Signature of Patron \_\_\_\_\_  
 Authorized by \_\_\_\_\_  
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 Special Collections Librarian

NOTE: This card should be shown before entering the Reading Room.

THE UNIVERSITY OF TEXAS AT SAN ANTONIO LIBRARY  
SPECIAL COLLECTIONS

Registration Form

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 Permanent Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
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 Occupational Title: \_\_\_\_\_ Employer: \_\_\_\_\_  
 Institutional Affiliation: \_\_\_\_\_  
 If student, give name of faculty sponsor: \_\_\_\_\_ Division \_\_\_\_\_  
 Student/Faculty ID# or other identification: \_\_\_\_\_  
 (Please present your ID with this form to attendant.)  
 Research purpose: \_\_\_\_\_ Seminar Paper \_\_\_\_\_ Thesis \_\_\_\_\_ Dissertation  
 \_\_\_\_\_ Book \_\_\_\_\_ Article \_\_\_\_\_ General  
 Research Topic: \_\_\_\_\_  
 \_\_\_\_\_  
 References: (local if possible)  
 (a) Name \_\_\_\_\_ Address \_\_\_\_\_  
 (b) Name \_\_\_\_\_ Address \_\_\_\_\_  
 I agree to abide by the regulations governing use of material in The University of  
 Texas at San Antonio Library, Special Collections Department.  
 Signature: \_\_\_\_\_  
 Office Use Only: Card Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Date

THE UNIVERSITY OF TEXAS AT SAN ANTONIO LIBRARY  
SPECIAL COLLECTIONS

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## Regulations Governing Use of Materials

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

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

STATEMENT BY CHAIRMAN POWELL REGARDING REVIEW OF THE U. T. PERMIAN BASIN. -- At the conclusion of the report of the Academic Affairs Committee, Chairman Powell announced that he was assigning to the Academic Affairs Committee, with the assistance of Executive Vice Chancellor for Academic Affairs Jordan, the responsibility to develop and recommend to the Board updated academic and capital development plans for The University of Texas of the Permian Basin. He requested that the Academic Affairs Committee make this a matter of high priority and report to the Board at the earliest possible date.

A-1  
B

REPORT AND RECOMMENDATIONS OF THE HEALTH AFFAIRS COMMITTEE (Pages 69-92 ). -- Committee Vice-Chairman Fly reported that the Health Affairs Committee had met in open session on Thursday, December 10, 1981, to consider those matters on its agenda but took no actions due to lack of a quorum. He asked the U. T. Board of Regents for action on each item in the Health Affairs Committee. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were unanimously approved in open session by the U. T. Board of Regents:

Insurance, Malpractice

1. U. T. System: Amendment No. 2 to Revised Plan for Professional Medical Malpractice Self-Insurance Approved February 29, 1980. -- Senate Bill 814, 67th Leg., R.S., 1981, authorized professional liability coverage under the Plan for Professional Medical Malpractice Self-Insurance for certain categories of part-time and volunteer physicians. In accordance therewith, Amendment No. 2 to the revised Plan for Professional Medical Malpractice Self-Insurance for The University of Texas System adopted by the U. T. Board of Regents on February 29, 1980 was approved whereby the Plan was amended effective December 31, 1981 as set forth below:
  - a. Paragraph (a) of Article II, Definitions, was amended to read as follows:
    - (a) "Medical staff members" shall mean: (1) medical doctors, oral surgeons, doctors of osteopathy, and podiatrists appointed to the full-time faculty of a medical school or hospital of the System; medical doctors employed full-time in health services at and by a general academic institution of the System; and interns, residents and fellows of such disciplines participating in a patient care program in the System; who are duly licensed and registered to practice their profession; (2) medical doctors, oral surgeons, doctors of osteopathy, and podiatrists appointed to the faculty of a medical school or hospital of the System on a part-time or volunteer basis, and who either devote their

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total professional service to such appointments or provide services to patients by assignment from the department chairman. For purposes of the Plan, such persons are "medical staff members" only when providing services to patients by assignment from the department chairman; and (3) medical students who are duly registered in a medical school of the System.

- b. Article IV, Conditions of Participation, was deleted in its entirety and the following substituted therefor:

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

Section 2. Medical staff members as defined in Article II, (a), (2) above shall become participants in the Plan upon written designation by the chief administrative officer of the health care institution with the concurrence of the Executive Vice Chancellor for Health Affairs. Provided, however, that the total number of such medical staff members authorized to participate system-wide shall not exceed fifty for any fiscal year.

- c. Paragraph 2 under "Supplementary Limits of Liability Endorsement" in Article VI was amended to read as follows:

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

- d. Section 5 of Article XII, General Provisions, was amended to read as follows:

Section 5. Employment Non-Contractual. The System may terminate the appointment, internship, residency, fellowship, or student-school relationship of any participant as freely and with the same effect as if this Plan were not in operation.

2. U. T. Health Science Center - Dallas: Nonendowed Professorships Named Ashbel Smith Professorships. -- The five nonendowed professorships previously authorized for The University of Texas Health Science Center at Dallas were named the Ashbel Smith Professorships. All appointees to these professorships shall meet the criteria approved by the U. T. Board of Regents when the nonendowed professorships were established on April 11, 1980, and shall have the prior approval of the Board.

See Item 3 below for an appointment to one of these nonendowed professorships.

3. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Appointment of (a) Dr. H. Fred Downey to the Fouad Bashour Professorship in Cardiovascular Physiology Effective January 1, 1982; (b) Scott M. Grundy, M.D., to the Distinguished Chair in Human Nutrition Effective November 1, 1981 and (c) Morris Ziff, M.D., Ashbel Smith Professor Effective Immediately. -- By separate motions, approval was given to appoint the following at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas:

- a. Dr. H. Fred Downey, Research Associate Professor of Physiology and Director of the Cardiovascular Research Laboratory at Methodist Hospital, the first holder of the Fouad Bashour Professorship in Cardiovascular Physiology effective January 1, 1982, for a period of five years
- b. Scott M. Grundy, M.D., Professor of Medicine and Biochemistry, the first holder of the Distinguished Chair in Human Nutrition effective November 1, 1981
- c. Morris Ziff, M.D., Professor of Medicine and Director of the Division of Rheumatology, the first Ashbel Smith Professor effective immediately

See Item 2 above for approval to name nonendowed professorships.

4. U. T. Galveston Medical Branch (U. T. Galveston Medical School): Appointment of Courtney M. Townsend, Jr., M.D., to the Robertson Poth Professorship in General Surgery Effective Immediately. -- Approval was given to appoint Courtney M. Townsend, Jr., M.D., Associate Professor of Surgery, the first holder of the Robertson Poth Professorship in General Surgery at the U. T. Galveston Medical School of The University of Texas Medical Branch at Galveston effective immediately.

Based on Model

5. U. T. Galveston Medical Branch: Affiliation Agreements with (a) Permian Basin Rehabilitation Center, Odessa, Texas; (b) South Texas Children's Habilitation Center, San Antonio, Texas; (c) West Texas Rehabilitation Center, Abilene, Texas; and (d) West Texas Rehabilitation Center, San Angelo, Texas. -- The affiliation agreements by and between The University of Texas Medical Branch at Galveston and the facilities set out on Page 72 were approved. The agreements had been

executed by the appropriate officials of the institution and facility on the dates indicated below to be effective upon approval by the U. T. Board of Regents:

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

These agreements, which follow the format for affiliation agreements approved by the U. T. Board of Regents on December 16, 1977, will provide clinical education experiences for occupational therapy students at the U. T. Galveston Allied Health Sciences School.

6. U. T. Galveston Medical Branch: Establishment of the School of Allied Health Sciences Advisory Council and Nominees Thereto (Regents' Rules and Regulations, Part One, Chapter VII, Section 3). -- In accordance with Section 3 of Chapter VII of Part One of the Regents' Rules and Regulations, authorization was given to establish an Advisory Council for the U. T. Galveston Allied Health Sciences School at The University of Texas Medical Branch at Galveston.

The membership of this advisory council was set at not more than 10 members, and initial nominees thereto were approved. The names of the nominees will be reported for the record after they have been contacted and have accepted the appointments.

7. U. T. Health Science Center - Houston: Approval of Operating Agreement and Bylaws Among the Houston Academy of Medicine, Baylor College of Medicine, Texas Woman's University, U. T. Institutions at Houston, and Texas Medical Center, Inc., for Library Services of the Houston Academy of Medicine - Texas Medical Center Library (Supersedes Agreement Dated December 2, 1970 and Amendment Dated October 11, 1973). -- The Board approved the Operating Agreement and Bylaws set out on Pages 73-86 among the Houston Academy of Medicine, Baylor College of Medicine, Texas Woman's University, U. T. Institutions at Houston, and Texas Medical Center, Inc., for library services of the Houston Academy of Medicine - Texas Medical Center Library. This agreement, which is dated April 15, 1981, supersedes the one approved by the Board on December 2, 1970 and the amendment thereto dated October 11, 1973.

OPERATING AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BAYLOR COLLEGE OF MEDICINE

Attest:

[Signature] William Butler  
President

HOUSTON ACADEMY OF MEDICINE

Attest:

Walter J. Ramsey [Signature]  
President, Board of Trustees



Attest:

TEXAS MEDICAL CENTER, INC.

*Allen H. Hunt*

*James H. ...*  
Executive Vice President

Attest:

TEXAS WOMAN'S UNIVERSITY

*Terry Brisson*

*Mary Evelyn Huey*  
President

Attest:

THE UNIVERSITY OF TEXAS

*John P. Bonetto*

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

Attest:

*Julia Jones*

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

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

ARTICLE I

NAME AND PURPOSE

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

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

ARTICLE II

MEMBERSHIP

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

Baylor College of Medicine

The Houston Academy of Medicine

Texas Medical Center, Inc.

Texas Woman's University

University of Texas Institutions at Houston

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

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

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

### ARTICLE III

#### LIBRARY BOARD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IV

##### COMMITTEES OF THE LIBRARY BOARD

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

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

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

#### ARTICLE V

##### RESPONSIBILITIES OF INSTITUTIONS AND ASSOCIATE MEMBERS

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

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

#### ARTICLE VI

##### EXECUTIVE DIRECTOR OF THE LIBRARY

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

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

ARTICLE VII  
ANNUAL REPORT

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

ARTICLE VIII

OWNERSHIP OF LIBRARY MATERIALS AND EQUIPMENT

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

ARTICLE IX

ADVISORY COMMITTEES

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

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

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



## ARTICLE X

## MISCELLANEOUS PROVISIONS

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

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

April 15, 1981

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8. U. T. Health Science Center - Houston (U. T. Medical School - Houston): Request for Approval to Change the Name of the Department of Family Practice and Community Medicine to the Department of Family and Community Medicine (Catalog Change) (Deferred). -- Committee Vice-Chairman Fly reported that the request for approval to change the name of the Department of Family Practice and Community Medicine to the Department of Family and Community Medicine at the U. T. Medical School - Houston of The University of Texas Health Science Center at Houston was deferred.
9. U. T. Health Science Center - San Antonio: Affiliation Agreement with Dallas County Hospital District, Dallas, Texas. -- The affiliation agreement set out on Pages 87-91 by and between The University of Texas Health Science Center at San Antonio and the Dallas County Hospital District, Dallas, Texas, was approved. The agreement, executed by the appropriate officials of the institution and facility on August 1, 1981, to be effective upon approval by the U. T. Board of Regents, will provide training opportunities for students in the U. T. Allied Health Sciences School - San Antonio.
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HEALTH CARE  
EDUCATIONAL EXPERIENCE PROGRAM  
AFFILIATION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

covered by and subject to the following terms and conditions:

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

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

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

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

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

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

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

6. University hereby agrees:

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

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

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

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

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

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

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

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

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

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

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

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

UNIVERSITY:

By: Frank Harrison  
President  
The University of Texas Health  
Science Center at San Antonio

ATTEST:

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

\_\_\_\_\_  
Chairman  
Board of Regents  
The University of Texas System

FORM APPROVED:

M. Lynn Taylor for  
General Counsel for the System

CONTENT APPROVED:

Cliff D. Alker  
Chancellor of the System  
Warren S. Harding  
Special Assistant to the Executive  
Vice Chancellor for Health Affairs

ATTEST:

Jean M. Jordan

FACILITY:

By: Charles B. Phillips, M.D.

FORM APPROVED:

John J. C. J.  
Legal Counsel, Dallas County Hospital District

Based on Model

10. U. T. Health Science Center - San Antonio: Affiliation Agreements with (a) Dallas Society for Crippled Children, Dallas, Texas, (b) Floresville Memorial Hospital, Floresville, Texas, (c) St. Luke's Lutheran Hospital, San Antonio, Texas, and (d) Bexar County (Medical Examiner's Office), San Antonio, Texas. -- The affiliation agreements by and between The University of Texas Health Science Center at San Antonio and the following facilities were approved. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below to be effective upon approval by the U. T. Board of Regents:

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v/v

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

This agreement will provide a clinical training site for students in the U. T. Allied Health Sciences School - San Antonio.

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

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

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

These agreements follow the format for affiliation agreements approved by the U. T. Board of Regents on December 16, 1977.

11. U. T. Cancer Center: Affiliation Agreement with St. Paul Hospital, Dallas, Texas. -- An affiliation agreement by and between The University of Texas System Cancer Center and St. Paul Hospital, Dallas, Texas, was approved. The agreement, executed by the appropriate officials of the institution and facility on August 28, 1981, to be effective upon approval by the U. T. Board of Regents, will enable the two institutions to develop cooperative programs for the training of personnel in care and management of cancer patients.

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This agreement follows the format for affiliation agreements approved by the U. T. Board of Regents on December 16, 1977.

REPORT AND RECOMMENDATIONS OF THE BUILDINGS AND GROUNDS COMMITTEE (Pages 93-102). -- Committee Chairman Richards reported that the Buildings and Grounds Committee had convened in open session on Thursday, December 10, 1981, in Room 461 of the Classroom Building and then moved its meeting to the Conference Area, Fourth Floor, West End of the Classroom Building, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Buildings and Grounds Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. System (University Lands) - Addition to Hal P. Bybee Building, Midland, Texas (Project No. 101-471): Report of Committee Award of Construction Contract to Ramon Galindo and Sons, Odessa, Texas. -- Upon the recommendation of the Buildings and Grounds Committee, the Board approved the action taken on October 14, 1981, by the Special Committee, consisting of Regent Newton, Regent Milburn, Regent Richards, Chancellor Walker and Director Kristoferson, appointed to award a construction contract within previously appropriated funds for the Addition to the Hal P. Bybee Building, Midland, Texas. The contract was awarded to the lowest responsible bidder, Ramon Galindo and Sons, Odessa, Texas, in the amount of the base bid of \$83,281. 200 ✓
  
2. U. T. Arlington - Central Services Building: Authorization for Project: Submission to Coordinating Board; Completion of Final Plans and Specifications; Subject to Coordinating Board Approval and Final Review of Bidding Documents, Authorization to Advertise for Bids; and Appropriation Therefor. -- In order to centralize support functions necessary to serve all educational facilities at The University of Texas at Arlington, the Board: 200
  - a. Authorized construction of a Central Services Building at an estimated total project cost of \$3,000,000
  - b. Authorized submission of the project to the Coordinating Board, Texas College and University System
  - c. Authorized completion of the final plans and specifications by the U. T. Arlington Department of Physical Plant in consultation with the Office of Facilities Planning and Construction
  - d. Authorized advertisement for bids, subject to approval of the Coordinating Board and completion of final review of bidding documents by the Office of Facilities Planning and Construction
  - e. Appropriated \$3,000,000 from the Ad Valorem Tax Proceeds and the Interest Earned thereon for the estimated total project funding

This facility, which will be located on a west campus site south of the existing stadium, will consist of 55,200 gross square feet of space with adjacent outdoor covered space of 4,224 gross square feet of space and will include the following operations:

Physical Plant Administration  
Print Shop and Design Graphics



Safety Office  
 Purchasing Office  
 Accounts Payable  
 Shipping and Receiving  
 Equipment Inventory Personnel  
 Postal Distribution  
 Central University Supply

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

3. U. T. Arlington - School of Nursing, Including General Classroom and Office Facilities (Project No. 301-292) - Site Development and Landscaping: Authorization to Increase Scope of Landscaping and Additional Appropriation Therefor. -- To provide improved pedestrian circulation by construction of a landscaped mall on the north side of the School of Nursing Building, Including General Classroom and Office Facilities at The University of Texas at Arlington, the Board:

- a. Authorized an increase in the scope of landscaping for the School of Nursing project at an estimated total cost of \$162,800 by addition to the existing construction contract or separate contract services, whichever is to the advantage of the University 270
- b. Appropriated \$162,800 to the School of Nursing project from Interest Earned on Ad Valorem Tax Proceeds to provide the total cost of the additional site development and landscape work

This mall will close one block of Fourth Street between College and West Streets.

4. U. T. Austin - East Campus Site, Street and Parking Improvements (Project No. 102-270): Approval of Final Plans and Authorization to Advertise for Bids. -- The Board: 271

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

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

5. U. T. El Paso - Facilities Control and Monitoring System: Authorization for Project; Appointment of Goetting & Associates, San Antonio, Texas, Project Engineer to Prepare Final Plans; and Appropriation Therefor. --In order to provide a more energy-efficient utility control system at The University of Texas at El Paso by installing a fully computerized building environment control system, the Board:
- a. Authorized design of a campus wide facilities control and monitoring system at an initial estimated total project cost of \$1,000,000
  - b. Appointed the firm of Goetting & Associates, San Antonio, Texas, Project Engineer to prepare final plans and specifications and a detailed cost estimate which will be presented for consideration at a future Board meeting
  - c. Authorized funding of the project by making the following appropriations:
    - \$500,000 - funds appropriated by the 67th Legislature
    - \$500,000 - Unexpended Plant Funds, Unappropriated Balances from Interest Earnings on Combined Fee Revenue Bonds, Series 1970 - 1974

This system will allow for energy conservation and cost avoidance through computer supervision of utility metering, heating, cooling, lighting, start/stop, alarm monitoring, alarm logging, trend logging, power management and maintenance. This system will serve approximately 80% of campus buildings with an estimated utility savings of 10 percent.

6. U. T. El Paso - Refurbishment of Graham Hall: Authorization for Project; Completion of Plans and Specifications, Bid Advertisement, Contract Awards and Completion of Project by U. T. El Paso Administration; and Appropriation Therefor. --Upon recommendation of the Buildings and Grounds Committee, the Board:
- a. Authorized the refurbishment of Graham Hall at The University of Texas at El Paso at an estimated total project cost of \$155,000
  - b. Authorized completion of plans and specifications, bid advertisement, contract awards and completion of the project by actions of the U. T. El Paso Administration, Physical Plant Department or Contract Services, in consultation with the Office of Facilities Planning and Construction
  - c. Appropriated \$155,000 from Unexpended Plant Funds, Interest Earned on Combined Fee Revenue Bonds, Series 1970 - 1974 for the estimated total project funding

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

7. U. T. El Paso - Liberal Arts Building - Improvements to Existing Mechanical Systems: Authorization for Project; Appointment of Coupland-Moran and Associates, El Paso, Texas, Project Engineer to Prepare Final Plans; and Appropriation Therefor. --In order to modernize the mechanical and distribution systems in the Liberal Arts Building at The University of Texas at El Paso, the Board: 207
- a. Authorized improvements to existing building mechanical systems within the Liberal Arts Building at an estimated total project cost of \$157,000
  - b. Appointed the firm of Coupland-Moran and Associates, El Paso, Texas, Project Engineer to prepare final plans and specifications which will be presented for consideration at a future Board meeting
  - c. Appropriated \$157,000 from Unexpended Plant Funds, Interest Earned on Combined Fee Revenue Bonds, Series 1979, for the estimated total project funding
8. U. T. El Paso - Central Library (Project No. 201-473): Approval of Final Plans and Authorization to Advertise for Bids. --The Board: 210
- a. Approved the final plans and specifications for the new Central Library at The University of Texas at El Paso at an estimated total project cost of \$28,800,000
  - b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration
9. U. T. El Paso - Sun Bowl Road - Improvements to South Section of Existing Roadway: Authorization for Project; Appointment of Kistenmacher Engineering Company, El Paso, Texas, Project Engineer to Prepare Final Plans; Submission to Coordinating Board; Subject to Coordinating Board Approval, Authorization to Advertise for Bids and Appropriation Therefor. --With the expectation that severe traffic congestion may be alleviated on The University of Texas at El Paso campus by realigning and repaving the southern section of the Sun Bowl Road, the Board, upon recommendation of the Buildings and Grounds Committee: 213
- a. Authorized improvements to the south section of Sun Bowl Road at an estimated total project cost of \$200,000
  - b. Appointed the firm of Kistenmacher Engineering Company, El Paso, Texas, Project Engineer to prepare final plans and specifications
  - c. Authorized submission of the project to the Coordinating Board, Texas College and University System
  - d. Subject to Coordinating Board approval, authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration
  - e. Appropriated \$15,000 from Unappropriated Plant Funds for fees and related project expenses through completion of final plans

10. U. T. Health Science Center - Dallas - Hoblitzelle Building - Animal Resources Facility - Refurbishment of Ninth Floor: Report of Award of Construction Contract to American Terrazzo Company, Dallas, Texas. -- The Board received a report that in accordance with authorization granted at the meeting on September 5, 1980, the U. T. Health Science Center - Dallas Administration awarded a contract for refurbishment of the Ninth Floor Animal Resources Facility in the Hoblitzelle Building at The University of Texas Health Science Center at Dallas to American Terrazzo Company, Dallas, Texas, in the amount of \$119,800. 200

11. Sealy + Smith Fdn - Sealy Home  
U. T. Galveston Medical Branch - George and Magnolia Willis Sealy Conference Center (Formerly Referred to as George Sealy Home) - Roof Repair: Authorization for Project; Completion of Plans and Specifications; Bid Advertisement; Contract Award; and Appropriation Therefor. -- Recent rains have caused extensive damage to the interior of the George and Magnolia Willis Sealy Conference Center (formerly referred to as George Sealy Home) at The University of Texas Medical Branch at Galveston. Extensive roof repair must be accomplished expeditiously to avoid serious damage to the structure; therefore, the Board, upon recommendation of the Buildings and Grounds Committee: 400  
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- a. Authorized roof repair for the George and Magnolia Willis Sealy Conference Center at an estimated total project cost of \$250,000
- b. Authorized completion of plans and specifications, bid advertisement, and contract award by U. T. Galveston Medical Branch Department of Physical Plant in consultation with the Office of Facilities Planning and Construction
- c. Appropriated \$250,000 for total project funding as follows:
  - \$40,000 from Gift Funds from the Sealy Family
  - \$100,000 from funds donated by The Sealy and Smith Foundation
  - \$110,000 from Permanent University Fund Bond proceeds

This facility was designated as the George and Magnolia Willis Sealy Conference Center in House Bill 656 of the 67th Legislature (Appropriations Bill) when the U. T. Board of Regents was authorized to accept gifts and expend Permanent University Fund Bond proceeds for the purpose of repairing this building.

12. U. T. Galveston Medical Branch - Construction of Underground Telephone Conduit: Authorization for Project; Completion of Plans and Specifications; Bid Advertisement; Contract Award; and Appropriation Therefor. -- In order to provide additional telephone services for The University of Texas Medical Branch at Galveston, the Board: 200
- a. Authorized installation of a sixteen-conduit underground telephone duct bank at an estimated total project cost of \$200,000
  - b. Authorized the U. T. Galveston Medical Branch Department of Physical Plant to complete plans and specifications, advertise for bids, and award a contract within funds appropriated for the project

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- c. Appropriated \$200,000 from U. T. Galveston Medical Branch Unexpended Plant Funds - Project Allocation for total project funding

This sixteen bank underground conduit system will be installed under Ninth Street from Market Street to Texas Avenue, a distance of two blocks. Once this conduit is in place, Southwestern Bell Telephone Company will pull the necessary cable (at no cost to the Medical Branch) to provide up to 3700 new stations with the option to select a separate and independent exchange number solely for the use and benefit of the Medical Branch.

13. U. T. Health Science Center - Houston - Cyclotron Facility (Project No. 701-514): Approval of Preliminary Plans; Submission to Coordinating Board; Subject to Coordinating Board Approval, Authorization to Prepare Final Plans and Additional Appropriation Therefor.-- Upon recommendation of the Buildings and Grounds Committee, the Board:

- a. Approved the preliminary plans for the Cyclotron Facility at The University of Texas Health Science Center at Houston at an estimated total project cost of \$3,800,000
- b. Authorized the submission of the project to the Coordinating Board, Texas College and University System
- c. Subject to Coordinating Board approval, authorized the Project Architect to prepare final plans and specifications for consideration at a future Board meeting
- d. Appropriated additional funds in the amount of \$20,000 from Permanent University Fund Bond proceeds for fees and related project expenses through completion of final plans and specifications. Previous appropriations are \$150,000 from Health Science Center Special Projects - Unallocated Account

This facility (the Positron Diagnostic and Research Center) will contain 12,200 square feet of space to house the Cyclotron in a location immediately west of the U. T. Medical School - Houston Building on Fannin Street.

- Easements to City of Houston
14. U. T. Health Science Center - Houston - Student/Faculty Apartment Project (Project No. 701-432): Underground Easement Granted to City of Houston, Houston, Texas, for Water Meters.-- The Board granted an underground easement (Pages 99-101 ) twenty feet by forty-five feet on University property adjacent to Cambridge Street at The University of Texas Health Science Center at Houston to the City of Houston, Houston, Texas, for water meters and appurtenances to provide water service to the Student/Faculty Apartments.

EASEMENT FOR UNDERGROUND WATER METER

THE STATE OF TEXAS       §  
                                   §     KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF HARRIS       §

That the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter referred to as "Grantor"), of Travis County, State of Texas, acting herein by and through its Chairman duly authorized, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantor (receipt and sufficiency of which are hereby acknowledged) in hand paid by the CITY OF HOUSTON, Harris County, Texas (hereinafter referred to as "Grantee"), does by these presents GRANT, SELL, and CONVEY unto Grantee an underground easement for water meter and appurtenances in Harris County, Texas, to-wit:

COMMENCING at the intersection of the center line of Hepburn, a 60 foot right-of-way and the center line of Cambridge, a 120 foot right-of-way;

THENCE in a Southwesterly direction, along the center line of Cambridge, around a curve to the left whose radius equals 1,940.95 feet, subtending a central angle of 11°50'02", an arc length of 400.88 feet, with a long chord bearing and distance of S20°40'35" W, 400.17 feet to the point of tangency;

THENCE S26°35'36" W, continuing along the center line of Cambridge, 298.49 feet to a point for corner;

THENCE N63°24'24" W, along a line perpendicular to the center line of Cambridge, 60.00 feet to the place of beginning and the Northeast corner of the herein described easement;

THENCE S26°35'36" W, along the West line of Cambridge, 20.00 feet to a point for corner; said point being the Southeast corner of the herein described easement;

THENCE N63°24'24" W, 45.00 feet to a point for corner; said point being the Southwest corner of the herein described easement;

THENCE N26°35'36" E, along a line parallel to and 45.00 feet West of the West line of Cambridge, 20.00 feet to a point for corner; said point being the Northwest corner of the herein described easement;

THENCE S63°24'24" E, 45.00 feet to the place of beginning of the herein described easement.

Grantee, by the acceptance of this easement, agrees to construct its underground water meter and appurtenances so as not to interfere with Grantor's use of the surface.

Grantee, or its agents, shall have the right to construct, repair, inspect, and maintain its underground water meter and appurtenances within said easement together with the right of ingress and egress for the purpose of constructing, repairing, inspecting, and maintaining said water meter and appurtenances.

TO HAVE AND TO HOLD the above-described easement and rights unto said Grantee until said easement shall be abandoned.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1981.

ATTEST:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Arthur H. Dilly  
Executive Secretary

By: \_\_\_\_\_  
JAMES L. POWELL, Chairman

Approved as to Form:

Edward Shivers  
University Attorney

Approved as to Content:

James L. Powell

THE STATE OF TEXAS        5  
                                  5  
COUNTY OF TRAVIS        5

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1981.

\_\_\_\_\_  
Notary Public in and for  
Travis County, Texas

My commission expires:  
\_\_\_\_\_

15. U. T. Cancer Center - Rotary International House: Acceptance of Proposal of Real Estate Research Corporation, Chicago, Illinois, for Consulting Services to Assess the Economic Feasibility of Providing Housing to Accommodate Outpatients of the U. T. M. D. Anderson Hospital and Tumor Institute and Appropriation Therefor. --

The Houston Rotary Foundation has conceived a project for a housing facility for cancer patients and their families on a site owned by The University of Texas System Cancer Center and has volunteered to raise \$10,000,000 toward construction of a "Rotary International House." Therefore, upon recommendation of the Buildings and Grounds Committee, the Board:

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- a. Authorized a study to determine the economic feasibility of constructing housing for outpatients of U. T. M. D. Anderson Hospital, including determination of the need for the facility, space requirements, types of accommodations, estimated total cost, recommended plan of operation, control and ownership and consideration of options for funding
- b. Accepted the proposal of Real Estate Research Corporation, Chicago, Illinois, to work with the U. T. Cancer Center Administration, the Houston Rotary Foundation and the Office of Facilities Planning and Construction in preparing the economic feasibility study
- c. Appropriated \$25,000 from Unexpended Plant Funds - Unappropriated Balance Account for the economic feasibility study and related expenses

The Houston Rotary Foundation has already received a \$1,000,000 pledge from Mr. LeRoy Melcher for this project.



STATEMENT BY COMMITTEE CHAIRMAN RICHARDS. --In concluding the report of the Buildings and Grounds Committee, Chairman Richards advised the Board that:

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1. The Office of General Counsel had been instructed, in consultation with the System Management Review Committee and the Office of Facilities Planning and Construction, to resolve any problems with regard to contractual requirements for architectural and detailed inspection services related to the Balcones Research Center and other projects.
2. For information each member of the Board will receive an updated list of architects and engineers who have been approved for U. T. System projects in the last ten years.
3. In the future, institutional presidents will be requested to indicate a preference for architects and engineers on campus projects with the understanding that such preferences will not be binding on the Board.
4. At the suggestion of Regent Rhodes, future requests for project authorization will note whether Coordinating Board, Texas College and University System approval is required; and, if not, the reason such approval is not required.
5. At the request of Chairman Powell, the System Management Review Committee was requested to review in detail the Office of Facilities Planning and Construction and to report its findings and recommendations to the Buildings and Grounds Committee.

REPORT AND RECOMMENDATIONS OF THE LAND AND INVESTMENT COMMITTEE (Pages 102-124 ). --Committee Chairman Hay reported that the Land and Investment Committee had convened in open session on Thursday, December 10, 1981, in Room 437 of the Classroom Building and then moved its meeting to the Conference Area, Fourth Floor, West End of the Classroom Building, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Land and Investment Committee and approved in open session and without objection by the U. T. Board of Regents:

The documents in this report will be executed in accordance with the Regents' Rules and Regulations in effect at the time of the meeting of the Land and Investment Committee. These provide that the Chairman of the Board of Regents has authority to execute any instrument authorized by the Board and that the Vice-Chairmen of the Board and the Chancellor, the Vice Chancellor for Business Affairs and the Vice Chancellor for Lands Management of the System may execute, unless otherwise indicated in the report, all necessary instruments authorized in this report when each has been approved as to form by an attorney in the Office of General Counsel and as to content by the appropriate official. These instruments relate 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.

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for September and October 1981 and Report on Oil and Gas Development as of October 31, 1981. -- The following reports with respect to (a) certain monies cleared to the Permanent University Fund for September and October 1981 and (b) Oil and Gas Development as of October 31, 1981, were submitted by the Executive Director for Investments and Trusts:

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<u>Permanent University Fund</u>	<u>September, 1981</u>	<u>October, 1981</u>	<u>Cumulative This Fiscal Year (1981-1982)</u>	<u>Cumulative Preceding Fiscal Year (1980-1981)</u>	<u>Per Cent Change</u>
<u>Royalty</u>					
Oil	\$10,454,463.03	\$10,874,376.22	\$21,328,839.25	\$17,006,338.75	25.42%
Gas	3,914,037.98	3,932,565.48	7,846,603.46	5,865,084.63	33.79%
Sulphur	765,584.99	740,688.48	1,506,273.47	699,836.79	115.23%
Water	41,887.65	22,447.05	64,334.70	81,706.02	(21.26%)
Brine	6,513.04	9,299.35	15,812.39	13,227.18	19.54%
<u>Rental</u>					
Oil and Gas Leases	35,016.67	60,892.03	95,908.70	204,619.56	(53.13%)
Other	455.15	400.00	855.15	200.00	327.58%
Sale of Sand, Gravel, Etc.	1,290.00	8,917.80	10,207.80	1,923.30	430.74%
Gain or (loss) on Sale of Securities	6,635.97	208,795.99	215,431.96	164,551.47	30.92%
Transfer from Special 1% Fee Fund		700,000.00	700,000.00		
Sub-Total	<u>\$15,225,884.48</u>	<u>\$16,558,382.40</u>	<u>\$31,784,266.88</u>	<u>\$24,037,487.70</u>	32.23%
<u>Bonuses</u>					
Oil and Gas Lease Sales	\$ -0-	\$ -0-	\$ -0-	\$44,191,500.00	
Amendments and Extensions to Mineral Leases	88,601.77	32,199.61	120,801.38	274,424.70	(55.98%)
Total Bonuses	<u>\$ 88,601.77</u>	<u>\$ 32,199.61</u>	<u>\$ 120,801.38</u>	<u>\$44,465,924.70</u>	
<u>TOTAL CLEARANCES</u>	<u>\$15,314,486.25</u>	<u>\$16,590,582.01</u>	<u>\$31,905,068.26</u>	<u>\$68,503,412.40</u>	(53.43%)

Oil and Gas Development - October 31, 1981

Acreage Under Lease - 1,014,879

Number of Producing Acres - 471,693

Number of Producing Leases - 1,977

PUF: Annual Report

2. Permanent University Fund: Report on Investments for the Fiscal Year Ended August 31, 1981. --Prior to the meeting, each member of the Board of Regents received a report of the Permanent University Fund Investments for the Fiscal Year Ended August 31, 1981. The Board approved this report for distribution to the Governor, members of the Legislature and other State Officials as required by H. B. 1198, passed at the regular session of the 62nd Legislature.

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It was pointed out that the Permanent University Fund experienced significant gains during the year as shown below:

	Fiscal Year Ended 8/31		Increase	
	1980	1981		%
Book Value	\$ 1,256,467,903	\$1,519,350,741	\$262,882,838	20.9
Investment Income	85,433,562	106,830,859	21,397,297	25.0

3. Permanent University Fund: Approval of Auctioneer's Fee, 71st Board for Lease Oil and Gas Lease Sale. --In accordance with Article 66.65 (c) of the Education Code which provides for payment of a special fee equal to 1% of the total sum of each successful bid on oil and gas leases to be used to defray the expenses of the oil and gas lease sale, the U. T. Board of Regents approved the expenditure of \$12,000.00 for the auctioneer's fee in connection with the 71st Public Auction of Oil and Gas Leases on University Lands to be held on February 3, 1982.

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B. LAND MATTERS

1. Easements and Surface Leases Nos. 5503-5548, Material Source Permits Nos. 614-617, Flexible Grazing Leases Nos. 87-93, Amendment to Flexible Grazing Lease No. 64 and Assignment of Flexible Grazing Lease No. 57. --Applications for Easements and Surface Leases Nos. 5503-5548, Material Source Permits Nos. 614-617, Flexible Grazing Leases Nos. 87-93, Amendment to Flexible Grazing Lease No. 64 and Assignment of Flexible Grazing Lease No. 57 were approved. All have been approved as to content by the appropriate officials. Payment for each has been received unless otherwise indicated, and each document is on the University's standard form when applicable and is at the standard rate effective September 1, 1981, (adopted August 14, 1981) unless otherwise indicated.

a. Easements and Surface Leases Nos. 5503-5548

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
✓ 5503	Energy Production Company	Surface Lease Salt Water Disposal	Reagan	8	1.00 acre	12/11/81 12/10/82	\$1,000.00*
✓ 5504	Friemel & Carpenter, Inc.	Surface Lease Salt Water Disposal	Andrews	10	1.00 acre	12/11/81 12/10/82	2,500.00*
✓ 5505	Warren American Oil Company	Surface Lease Office & Pipe Yard	Reagan	11	170' x 300'	9/1/81 8/31/82	600.00**
✓ 5506	J. Hoyt Kniveton, Inc.	Surface Lease Truck & Office Yard	Reagan	11	200' x 200'	7/1/81 6/30/82	500.00**(1)
✓ 5507	R. L. Stice	Surface Lease Welding Shop & Pipe Yard	Reagan	11	200' x 200'	10/1/81 9/30/82	600.00**
✓ 5508	County of El Paso	Surface Lease Glide Slope & Clear Zone	El Paso	L	17.61 acres	6/1/81 5/31/01	***
✓ 5509	W. G. Rowland	Surface Lease Water Station & Truck Yard	Reagan	2	400' x 200'	12/1/81 11/30/82	1,000.00**

\*Renewable from year to year, not to exceed a total of five (5) years.

\*\*Renewable from year to year, not to exceed a total of ten (10) years.

\*\*\*It is the policy of this office not to charge Counties for facilities such as this.

(1)Granted under rate effective August 1, 1979 (adopted June 1, 1979)

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5510	Navajo Pipeline Company & Midland Lea Pipeline Company	Surface Lease Microwave Tower Site	Hudspeth	6	300' x 300'	10/1/81 9/30/91	\$ 4,000.00 (full)
5511	American Petrofina Pipe Line Company (renewal of 3330)	Surface Lease Pipe Line Pump Sta. & Tank Farm	Crane	31	40 acres	1/1/82 12/31/91	22,000.00 (full)
5512	American Petrofina Pipe Line Company (renewal of 3331)	Surface Lease Pipe Line Pump Sta.	Reagan	9	40 acres	1/1/82 12/31/91	22,000.00 (full)
5513	J. L. Davis	Pipe Line Gas Line	Reagan	2, 58	166.42 rods of 4"	9/1/81 8/31/91	748.89
5514	Vincent & Barham, a partnership	Pipe Line Gas Line	Upton	3	127.3 rods of 2-3/8"	10/1/81 9/30/91	572.85
5515	J. L. Davis	Pipe Line Gas Line	Reagan	2, 58	2,674.06 rods of 4"	9/1/81 8/31/91	12,033.27
5516	Western Crude Oil, Inc.	Pipe Line Oil Line	Ward	18	157.58 rods of 4"	9/1/81 8/31/91	709.11
5517	Enserch Corporation & Lone Star Gas Company of Texas, Inc.	Pipe Line Gas Line	Ward	18	1,236.6 rods of 12"	6/1/81 5/31/91	9,892.80(1)
5518	El Paso Natural Gas Company (renewal of 3285 & 3286)	Pipe Line Gas Line	Andrews Crockett	1 29	31.118 rods of 4-1/2"	11/1/81 10/31/91	300.00
5519	Phillips Petroleum Company (renewal of 3295)	Pipe Line Gas Line	Andrews	10	77.7 rods of 3-1/2"	9/1/81 8/31/91	969.20
				13	100.3 rods of 2-3/8"		
			Crane	30	64.3 rods of 4-1/2"		

(1) Granted under rate effective August 1, 1979 (adopted June 1, 1979)

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No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
<del>5520</del>	El Paso Natural Gas Company (renewal of 3325)	Pipe Line Gas Line	Ector	35	13.03 rods of 6-5/8"	10/1/81 9/30/91	\$ 300.00
<del>5521</del>	Fin-Tex Pipe Line Company (renewal of 3332)	Pipe Line Oil Line	Crane	31	1,182.47 rods of 6"	11/1/81 10/31/91	4,729.88
<del>5522</del>	Phillips Petroleum Company (renewal of 3335)	Pipe Line Gas Line	Crane	31	201.3 rods of 3-1/2"	9/1/81 8/31/91	805.20
<del>5523</del>	Texas-New Mexico Power Company (renewal of 3450)	Power Line Distribution	Ward	16	88.4 rods of single pole	1/1/82 12/31/91	300.00
<del>5524</del>	Exxon Corporation (renewal of 3313)	Power Line Distribution	Ward	16	320.0 rods of single pole	12/1/81 11/30/91	400.00
<del>5525</del>	Cap Rock Electric Cooperative, (renewal of 3342)	Power Line Distribution	Reagan	1 & 2	79.58 rods of single pole	11/30/81 10/31/91	300.00
<del>5526</del>	J. L. Davis	Pipe Line Gas Line	Reagan	58	520.09 rods of 4"	10/31/81 9/30/91	2,340.41
<del>5527</del>	Valero Transmission Company (renewal of 3324)	Pipe Line Gas Line	Ward	16	1,158.85 rods of 6-5/8"	10/1/81 9/30/91	4,635.40
<del>5528</del>	El Paso Natural Gas Company	Pipe Line Gas Line	Crockett	46	29.152 rods of 4-1/2"	10/1/81 9/30/91	300.00
<del>5529</del>	D. D. Poyner Construction Company (renewal of 4269)	Surface Lease Salt Water Disposal	Reagan	11	5 acres	1/1/82 12/31/82	2,500.00*
<del>5530</del>	BTA Oil Producers (renewal of 3341)	Pipe Line Oil Line	Andrews	9	42.70 rods of 4-1/2"	1/1/82 12/31/91	300.00

\*Renewable from year to year, not to exceed a total of five (5) years.

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No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
<del>5531</del>	El Paso Natural Gas Company	Pipe Line Gas Line	Reagan	10	277.152 rods of 4-1/2"	11/1/81 10/31/91	\$1,247.18
<del>5532</del>	Patoil Corporation	Pipe Line Water Line	Winkler	21	49 rods of 2"	9/1/81 8/31/91	300.00
<del>5533</del>	Basin, Inc.	Surface Lease Truck Unloading Site	Reagan	2	1.00 acre	10/1/81 9/30/91	3,000.00 (full)
<del>5534</del>	Exxon Corporation	Surface Lease Water Flood Treating and Injection Site	Andrews	13	5.34 acres	10/15/81 10/14/91	2,937.00 (full)
<del>5535</del>	Jecca Towers, Inc.	Surface Lease Communication Tower Site	Upton	4	19.628 acres	9/1/81 8/31/91	4,000.00 (full)
<del>5536</del>	El Paso Natural Gas Company	Pipe Line Gas Line	Reagan	10	249.818 rods of 4-1/2"	11/1/81 10/31/91	1,124.18
<del>5537</del>	Union Texas Petroleum Corporation	Pipe Line Gas Line	Reagan	2	1,408.55 rods of 4-1/2"	11/1/81 10/31/91	6,338.48
<del>5538</del>	Union Texas Petroleum Corporation (renewal of 3303)	Pipe Line Gas Line	Upton	3, 58	1,515.17 rods of 4-1/2"	11/1/81 10/31/91	6,060.68
<del>5539</del>	Gulf Oil Corporation	Pipe Line Gas Line	Ward	18	480.99 rods of 6.625"	10/1/81 9/30/91	2,164.46
<del>5540</del>	Gulf Oil Corporation (renewal of 3340)	Pipe Line Gas Line	Crane	31	816.40 rods of 4-1/2"	12/1/81 11/30/91	3,265.60
<del>5541</del>	Gulf Pipeline Company (renewal of 3304)	Pipe Line Crude Oil Line	Crane	31	1,795.00 rods of 8-3/4"	11/1/81 10/31/91	7,180.00

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No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
<del>5542</del>	Moran Exploration, Inc.	Pipe Line Salt Water Purposes	Winkler	21	425.82 rods of 3"	9/1/81 8/31/91	\$1,916.19
<del>5543</del>	West Texas Utilities Company (renewal of 3309)	Power Line Transmission Line	Crane	30, 31	2,848.48 rods of single pole	9/1/81 8/31/91	5,696.96
<del>5544</del>	Texas Electric Service Company (renewal of 3347 & 3348)	Power Line Distribution Line	Andrews, Ward, Winkler, Ector	7, 9, 10, 12, 13, 16, 11, 21, 35	1,654.30 rods of single pole	1/1/82 12/31/91	2,895.03
<del>5545</del>	Texas Electric Service Company (renewal of 3338 & 3343)	Power Line Distribution Line	Andrews	1, 5, 8, 9, 11, 13, 14	1,161.82 rods of single pole	12/1/81 11/30/91	1,452.28
<del>5546</del>	Texas Electric Service Company	Power Line Distribution Line	Andrews, Crane, Loving, Ward	1, 3, 4, 16, 19, 30	556.03 rods of single pole	12/1/81 11/30/91	973.05
<del>5547</del>	Texas Electric Service Company (renewal of 3333 & 3337)	Power Line Distribution Line	Ector, Ward	16, 35	260.31 rods of single pole	12/1/81 11/30/91	325.39
<del>5548</del>	J. L. Davis	Pipe Line Gas Line	Reagan, Crockett	47, 48, 49, 50	1,649.27 rods of 3" & 4"	10/1/81 9/30/91	7,421.72

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b. Material Source Permit Nos. 614-617

No.	Grantee	County	Location	Quantity	Consideration
<del>614</del>	Jones & Sons Dirt Contractors	Andrews	9	1,200 cubic yards of caliche	\$ 600.00(1)
✓ 615	Strain Brothers, Inc.	Pecos	17	50,100 tons of caliche	8,266.50
<del>616</del>	A & W Oil Field Construction Inc.	Andrews	14	2,500 cubic yards of caliche	1,875.00
✓ 617	Apolonio Lopez, Jr.	El Paso	L	770 cubic yards of caliche	577.50

(1) Granted under rate effective August 1, 1979 (adopted June 1, 1979)

c. Flexible Grazing Leases Nos. 87-93

The following grazing leases are for a ten year term in accordance with the Flexible Grazing Lease Policies adopted by the Board of Regents at its June 1979 meeting. These policies provide that the lessee carries out the range conservation and/or ranch improvement practices specified in said leases which shall be certified by the Manager of University Lands--Surface Interests. These leases are on the University's standard form with semiannual payment of rental on January 1 and July 1 of each year.

No.	Lessee	Location		Acreage	Period	Minimum Rental Per Acre	Minimum Annual Rental	Semi-Annual Rental
		County	Block					
87	Charles A. Bird (renewal of 1116)	Andrews Martin	7	10,276.02	1/1/82 12/31/91	\$0.55	\$ 5,651.81	\$ 2,825.91
88	Guy R. Mabee (renewal of 1117)	Martin	7	2,494.40	1/1/82 12/31/91	.55	1,371.92	685.96
89	Ellison Tom (renewal of 1118)	Andrews	3 & 4	13,941.40	1/1/82 12/31/91	.47	6,552.46	3,276.23
90	Marion Flynt (renewal of 1119)	Martin	7	1,245.70	1/1/82 12/31/91	.55	685.14	342.57
91	Walter W. Owens (renewal of 1120)	Crockett	29	11,911.00	1/1/82 12/31/91	.91	10,839.01	5,419.51
92	Robert C. Hanmore	Cullberson	48	1,501.69	1/1/82 12/31/91	.22	330.37	165.19
93	John Casselman, Jr. (renewal of #1122)	Andrews	1, 2, 9	60,534.72	1/1/82 12/31/91	.47	28,451.32	14,225.66

d. Amendment to Flexible Grazing Lease No. 64

No.	Lessee	Location		Acreage	Period	Minimum Rental Per Acre	Minimum Annual Rental	Semi-Annual Rental
		County	Block					
<del>64</del>	William O. Carter	Culberson	48	8,091.63	1/1/81 12/31/90	\$ .22	\$1,780.16	\$ 890.08

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e. Assignment of Flexible Grazing Lease No. 57

No.	Assignor	Assignee	Type of Permit	County	Consideration
<del>57</del>	Tom McKenzie	L. B. McKenzie Bruce T. McKenzie	Grazing Lease	Pecos	\$25,298.28

2. Permanent University Fund: Road Easements Located in Blocks 48 and 49, Reagan County, Texas, Granted to Reagan County. -- Approval was given to grant road easements over 8 miles of Permanent University Fund Lands located in Blocks 48 and 49 in Reagan County, Texas, to Reagan County for road purposes. These roads will greatly assist University personnel, its grazing lessees, and its oil and gas lessees in traveling on University lands. 1000 ✓

It was noted that the County will construct and maintain the roads and will fence the right-of-ways to protect the livestock.

## II. TRUST AND SPECIAL FUNDS

### A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin: Report on Final Distribution from the Estate of Miss Floy Agnew, Dallas, Texas, and Approval to Transfer Funds to the U. T. Austin Ex-Students' Association. -- The Office of the Chancellor and President Flawn reported receipt of the final distribution of \$47,318 from the estate of Miss Floy Agnew, deceased, of Dallas, Texas, for a total of \$167,318. A bequest of 30% of the residuary estate of Miss Agnew was accepted by the U. T. Board of Regents at their meeting on February 13, 1981. Estate 1000

Approval was given to transfer \$47,318 to The University of Texas at Austin Ex-Students' Association as directed by Miss Agnew's Will. The scholarship will be administered by the Ex-Students' Association and granted to freshmen students.

2. U. T. Austin: Acceptance of Gifts from the Roland and Jane Blumberg Foundation, Seguin, Texas, and Establishment of (a) the Jane and Roland Blumberg Centennial Professorship in Physics in the College of Natural Sciences and (b) the Jane and Roland Blumberg Centennial Professorship in English in the College of Liberal Arts with Matching Funds from The Centennial Teachers and Scholars Program. -- Approval was given to accept a gift of 223 shares of Cayman Reef Development Company Limited stock with an approximate value of \$52,300 and a cash gift of \$47,700 from the Roland and Jane Blumberg Foundation, Seguin, Texas, and to establish at The University of Texas at Austin:

- (a) the Jane and Roland Blumberg Centennial Professorship in Physics in the College of Natural Sciences 6+9 (3) 1000

The donors requested that emphasis of the work and research of the holder of the Professorship be directed towards the broad aspect of the fundamental structure of matter and fields.

- (b) the Jane and Roland Blumberg Centennial Professorship in English in the College of Liberal Arts with matching funds from The Centennial Teachers and Scholars Program

It was noted that cash gifts from the Roland and Jane Blumberg Foundation for addition to the endowment accounts set out on Page 114

have also been received and will be submitted for formal approval through institutional dockets:

- (a) U. T. San Antonio - \$10,000 for addition to the Jane and Roland Blumberg Professorship in Biology
  - (b) U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio): \$5,000 for addition to the Jane and Roland Blumberg Professorship in Obstetrics and Gynecology
  - (c) U. T. Galveston Medical Branch (U. T. Galveston Medical School) - \$10,000 for addition to the Roland K. and Jane W. Blumberg Fund for Cystitis Research.
3. U. T. Austin: Acceptance of Bequest from the Estate of Mr. Dave P. Carlton, Houston, Texas, and Establishment of (a) the Dave P. Carlton Centennial Professorship in Geophysics in the College of Natural Sciences and (b) the Dave P. Carlton Centennial Professorship in Geology in the College of Natural Sciences with Matching Funds from The Centennial Teachers and Scholars Program. -- A bequest of 12/88 of the residuary estate of Mr. Dave P. Carlton, deceased, Houston, Texas, was accepted in accordance with the excerpt from the Will as set forth below:

(3) 1000

"(3) 12 shares to the UNIVERSITY OF TEXAS, Austin, Texas, to be used for educational purposes. It is my desire that this gift be allocated to the Geology Foundation of the University as a trust fund and that the income therefrom be used to supplement the salary of one or more professors in the department of geophysics and geology, either or both."

The Board acknowledged receipt of securities valued at \$320,000 as a partial distribution from this bequest and established in the College of Natural Sciences at The University of Texas at Austin (a) the Dave P. Carlton Centennial Professorship in Geophysics and (b) the Dave P. Carlton Centennial Professorship in Geology. Further, the Board authorized the allocation of matching funds from The Centennial Teachers and Scholars Program for the establishment of the Dave P. Carlton Centennial Professorship in Geology in the College of Natural Sciences.

It was noted that Texas Commerce Bank of Houston is serving as Independent Executor of the estate as directed by the Will. Upon completion of administration of the estate, a final report will be submitted to the U. T. Board of Regents.

Naming of Facilities

4. U. T. Austin: Acceptance of Pledge from Dr. and Mrs. Clarence L. Cline, Austin, Texas, to Endow the Cline Room in the Harry Ransom Center. -- A pledge of \$100,000 was accepted from Dr. and Mrs. Clarence L. Cline, Austin, Texas, to endow the Cline Room in the Harry Ransom Center at The University of Texas at Austin.

G+S  
300  
B

The pledge will be paid by an initial gift of securities with a value of \$30,000 prior to the end of 1981 and annual gifts thereafter in similar amounts until the \$100,000 goal is met. In the event

that either of the donors die before completing the pledge, provision will be made to complete the pledge by bequest. Income is to be reinvested until the \$100,000 funding is completed.

After funding is complete, income from the endowment will be used to support academic activities related to the Cline Room including lectures, conferences and visiting scholars in the field of 19th and early 20th Century English literature. The use of the income will be determined by the Director of the Humanities Research Center and the donors with approval by the President.

5. U. T. Austin: Acceptance of Gift from the Officers and Directors of R. Lacy, Inc., Longview, Texas, and Establishment of the Ann Lacy Crain Centennial Endowed Lectureship in the College of Fine Arts and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program. --A gift of \$25,000 was accepted from the officers and directors of R. Lacy, Inc., Longview, Texas, and the Ann Lacy Crain Centennial Endowed Lectureship in the College of Fine Arts at The University of Texas at Austin was established. Income will be used to bring distinguished scholars to the Department of Art for the purpose of giving lectures in the field of Art History.

G+G  
(2)1000

This gift is eligible for matching funds from The Centennial Teachers and Scholars Program, and a recommendation for use of the matching allocation will be presented at a later date.

6. U. T. Austin: Establishment of the Almetris M. Duren Endowed Presidential Scholarship. --The Almetris M. Duren Endowed Presidential Scholarship was established at The University of Texas at Austin.

1000

Funding for this Scholarship will be from numerous friends of Mrs. Duren and various transfers from U. T. Austin accounts in the amount of \$25,000. Income is to be used to grant unrestricted scholarships open to all undergraduate students.

7. U. T. Austin: Establishment of the Humanities Support Fund in the Office of the Vice President and Dean of Graduate Studies. --The Humanities Support Fund in the Office of the Vice President and Dean of Graduate Studies was established at The University of Texas at Austin.

1000

This endowment will be funded with \$96,500 available from a National Endowment for the Humanities Challenge Grant and \$26,500 accumulated income for a total of \$123,000. Income from the endowment fund will be used for special projects in the humanities in accordance with the terms of the grant, faculty members will apply for grants from the fund through the Office of the Vice President and Dean of Graduate Studies.

8. U. T. Austin: Acceptance of Gift from Mr. and Mrs. Paul D. Meek, Dallas, Texas, and a Gift and Pledge from American Petrofina Foundation and Establishment of (a) the Paul D. and Betty Robertson Meek Centennial Professorship in Chemical Engineering, (b) the Paul D. and Betty Robertson Meek and American Petrofina Foundation Centennial Professorship in Chemical Engineering in the College of Engineering and (c) the Paul D. and Betty Robertson Meek Centennial Professorship in Engineering in the College of Engineering with Matching Funds from The Centennial Teachers and Scholars Program. -- The Board accepted a gift of 1,785 shares of American Petrofina, Inc., common stock valued at \$97,282 from Mr. and Mrs. Paul D. Meek, Dallas, Texas, and a matching gift of \$20,000 and an \$80,000 pledge from the American Petrofina Foundation and established in the College of Engineering at The University of Texas at Austin (a) the Paul D. and Betty Robertson Meek Centennial Professorship in Chemical Engineering, (b) the Paul D. and Betty Robertson Meek and American Petrofina Foundation Centennial Professorship in Chemical Engineering and (c) the Paul D. and Betty Robertson Meek Centennial Professorship in Engineering with matching funds from The Centennial Teachers and Scholars Program.

(2) 6+6  
(4) 1000

It was noted that the accrued income of \$2,717.50 earned from Mr. and Mrs. Meek's gift will complete the \$100,000 required funding. The pledge from American Petrofina Foundation is to be paid \$20,000 annually and will be completed by August 31, 1985. Earnings from these interim pledge payments are to be accumulated in a current restricted account and invested short-term until the \$100,000 goal is achieved.

It was further noted that a recommendation for use of the matching allocation for the Paul D. and Betty Robertson Meek and American Petrofina Foundation Centennial Professorship in Chemical Engineering will be made when the endowment is fully funded. The donors have requested that the matching allocation be used to establish the Paul D. and Betty Robertson Meek and American Petrofina Foundation Centennial Professorship in Business in the College of Business Administration.

9. U. T. Austin: Report on Termination of the Ruth Maurine Martin Trust and Establishment of the Johanna Schmitz Nelson, George Estill Martin, Amanda Schmitz Martin, Edna Martin Cannon and Ruth Maurine Martin Scholarship Fund. -- At the meeting on May 14, 1976, the U. T. Board of Regents accepted a bequest in trust under the Will of Ruth Maurine Martin which provided for trust income to be paid to Miss Martin's sister, Mrs. Edna Martin Cannon, during her lifetime. With the death of Mrs. Cannon on October 2, 1978, the Ruth Maurine Martin Trust at The University of Texas at Austin was terminated and the Johanna Schmitz Nelson, George Estill Martin, Amanda Schmitz Martin, Edna Martin Cannon and Ruth Maurine Martin Scholarship Fund was established. Current balance of the scholarship endowment account is \$143,558.06.
10. U. T. Austin: Acceptance of Gift and Pledge from Mr. Fred H. Moore, Austin, Texas, and Establishment of the Fred H. Moore Endowed Centennial Lectureship in the College of Business Administration and Graduate School of Business and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program. -- A gift of \$5,000 and a pledge of \$20,000 were accepted from Mr. Fred H. Moore, Austin, Texas, and the Fred H. Moore

(2) 1000

(2) 6+6  
(2) 1000

Endowed Centennial Lectureship in the College of Business Administration and Graduate School of Business was established at The University of Texas at Austin. The pledge will be fulfilled on or before August 31, 1983. Income from the endowment will be used to bring a distinguished academician or business person to the campus to give a formal lecture, to participate in seminars and to meet informally with students and faculty.

When this Lectureship reaches \$25,000, a recommendation for use of the matching allocation from The Centennial Teachers and Scholars Program will be made.

11. U. T. Austin: Establishment of The President's Associates Centennial Teaching Fellowship in English Composition in the College of Liberal Arts and The President's Associates Centennial Teaching Fellowship in Mathematics in the College of Natural Sciences with Matching Funds from The Centennial Teachers and Scholars Program. -- (3) 1000  
Approval was given to establish The President's Associates Centennial Teaching Fellowship in English Composition in the College of Liberal Arts at The University of Texas at Austin by a transfer of \$50,000 from The President's Associates of contributions received after September 1, 1981.

Further, the Board authorized allocation of matching funds from The Centennial Teachers and Scholars Program for establishment of The President's Associates Centennial Teaching Fellowship in Mathematics in the College of Natural Sciences.

12. U. T. Austin: Establishment of the Charles H. Spence Centennial Professorship in Education in the College of Education. -- (2) 1000  
The Board established the Charles H. Spence Centennial Professorship in Education in the College of Education at The University of Texas at Austin. Funding will be provided by an allocation from The Centennial Teachers and Scholars Program which matches a \$100,000 pledge from Mr. and Mrs. Ralph Spence to establish the Mary John and Ralph Spence Professorship in the College of Business Administration and the Graduate School of Business at U. T. Austin which was accepted by the Board on October 8-9, 1981.

13. U. T. Austin: Acceptance of Gift from the Zarrow Family and Sooner Pipe and Supply Corporation, Tulsa, Oklahoma, and Establishment of the Zarrow Centennial Professorship in Petroleum Engineering in the College of Engineering and the Zarrow Centennial Professorship in Engineering with Matching Funds from The Centennial Teachers and Scholars Program. -- (2) 6+6  
(3) 1000  
--A gift of \$100,000 was accepted from the Zarrow Family, Tulsa, Oklahoma, and their company, Sooner Pipe and Supply Corporation, and the Zarrow Centennial Professorship in Petroleum Engineering in honor of Dr. Myron H. Dorfman was established in the College of Engineering at The University of Texas at Austin.

Further, the Board authorized the allocation of matching funds from The Centennial Teachers and Scholars Program for the establishment of the Zarrow Centennial Professorship in Engineering in the College of Engineering in honor of Dr. Earnest F. Gloyna.

It was pointed out that this gift included an additional \$12,000, which will be reported in the institutional docket, to be used for current restricted purposes within the College of Engineering.



14. U. T. Dallas: Establishment of the Anton L. Hales Fellowship in Geophysics. --The Anton L. Hales Fellowship in Geophysics was established at The University of Texas at Dallas. Funding will be provided by gifts from various donors in the amount of \$22,185 and pledges of \$27,815 to be paid over a period of two years. 1000
15. U. T. Dallas: Acceptance of Gift and Pledge from Dr. and Mrs. C. L. Lundell, Dallas, Texas, and Establishment of the Jonelle and Bryce Jordan Music Scholarship Fund. --A gift of \$1,000 and a pledge of \$24,000 were accepted from Dr. and Mrs. C. L. Lundell, Dallas, Texas, and the Jonelle and Bryce Jordan Music Scholarship Fund was established at The University of Texas at Dallas. The pledge will be paid within a period of five years. G+G 1000
16. U. T. Dallas: Establishment of the Alice and Joseph E. Brooks Lord & Taylor Endowment for the Arts. --The Alice and Joseph E. Brooks Lord & Taylor Endowment for the Arts was established at The University of Texas at Dallas. Funds in the amount of \$10,000 from proceeds of a benefit gala organized by Mr. Brooks and his company in October 1981, will be used to endow the fund. Income will be used to underwrite one major arts event each year at U. T. Dallas. 1000

It was noted that proceeds to U. T. Dallas from the gala totaled \$23,100. Of this amount, \$10,000 will be used for the endowment, \$1,500 will be used to provide three \$500 scholarships for promising art students, and the remainder will be used to partially underwrite the University's 1981-82 Lively Arts season.

17. U. T. El Paso: Acceptance of Gift from Dickshire-Coors, Inc., El Paso, Texas, and Establishment of the Dickshire-Coors Library Fund. --A gift of \$25,000 was accepted from Dickshire-Coors, Inc., El Paso, Texas, and the Dickshire-Coors Library Fund was established at The University of Texas at El Paso. Income will be used to support the library. G+G 1000
- Mr + Mrs. Louis Rochester
18. U. T. Permian Basin: Acceptance of Gift from Anonymous Donors and Establishment of Professorship in Music (NO PUBLICITY). -- Approval was given to accept a gift of \$80,000 to be combined with a previously docketed gift of \$20,000 from anonymous donors and to establish a Professorship in Music at The University of Texas of the Permian Basin. The donors have authorized that the income from this endowment be used for the payment of salaries and for other expenses in support of the Music Department. G+G 1000

It was requested that no publicity be given to this matter.

19. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Acceptance of Bequest from the Estate of Mrs. Essie Bromberg Joseph, Dallas, Texas, to be Added to the Mr. and Mrs. I. G. Bromberg Memorial Visiting Professorship in Medicine. --The Board accepted a bequest of \$20,000 from the Estate of Mrs. Essie Bromberg Joseph, Dallas, Texas, to be added to the Mr. and Mrs. I. G. Bromberg Memorial Visiting Professorship in Medicine at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas. (2) 1000

Terms of the bequest as they appear in Mrs. Joseph's second codicil to her Will dated May 6, 1971, are set out below:

"B. To the University of Texas, Southwestern Medical School, Dallas, Texas, I give and bequeath Twenty Thousand Dollars (\$20,000) less any amounts which I may, while living, have contributed to the principal of the Fund hereafter mentioned (as distinguished from contributions to such Fund for current use). I request that my gift be combined with the proposed gift of my sister, Mina Bromberg. I enjoin the officers of that School to invest and conserve this sum in a fund to be known, in memory of my beloved parents, as 'The Mr. and Mrs. I.G. Bromberg Memorial Visiting Professorship in Medicine.' The income from such fund shall be used (in such proportions, at such times and in such manner as the said officers may determine) to bring persons of the highest distinction in medicine to the School for lectures, consultations, conferences or other contacts with students, faculty or the public. In this connection, I call attention to the fact that I have given \$1,000 a year for these professorships for approximately 12 years through 1970. However, these gifts have been for current use and have not been 'contributed to the principal of the Fund' within the meaning of Paragraph B, above."

20. U. T. Health Science Center - Houston: Acceptance of Gift from the John P. McGovern Foundation, Houston, Texas, and Establishment of the John P. McGovern Professorship of the Humanities in Medicine. --A gift of \$100,000 was accepted from the John P. McGovern Foundation, Houston, Texas, and the John P. McGovern Professorship of the Humanities in Medicine was established at The University of Texas Health Science Center at Houston.

GTG  
1000

The following guidelines are to be used in the selection of an incumbent and administration of the professorship, as requested by the Foundation:

- (a) a non-physician can be considered for the professorship if all available first class physician candidates have been exhausted;
- (b) names of any proposed incumbents to the professorship be approved prior to appointment by Dr. McGovern during his lifetime;
- (c) the individual filling this professorship be available to serve, as appropriate, all of the other branches of The University of Texas System; and
- (d) the holder of the professorship be a person who will quicken, leaven and help preserve the health aspects cojoined with those humanistic qualities so essential to the profession of medicine.

21. U. T. Health Science Center - Houston (U. T. Medical School - Houston): Acceptance of Gift from Mr. and Mrs. T.R. Reckling, III, Houston, Texas, and Their Children and Establishment of the David R. Park Professorship in Pediatric Medicine. --The Board accepted a gift of 3,000 shares of Exxon Corporation common stock valued at \$93,937.50 from Mr. and Mrs. T.R. Reckling, III of Houston, Texas, and their children, Randa, Christina, Cliffe, Stephen, Carroll, James, Thomas, and John, and established the David R. Park Professorship in Pediatric Medicine at the U. T. Medical School - Houston of The University of Texas Health Science Center at Houston. This professorship was established to encourage and support the growth and excellence in pediatric training, research and service at the U. T. Medical School - Houston. Proceeds from the sale of the securities will be invested and income accumulated until the fund reaches the required \$100,000. G+G  
1070
22. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Acceptance of Gift from Various Donors to be Matched by a Transfer from the Physicians Referral Service Fund and Establishment of the Senator A.M. Aikin, Jr. Chair. --Memorial gifts from various donors were accepted to be matched by a transfer of \$300,000 from the Physicians Referral Service Fund and the Senator A. M. Aikin, Jr. Chair was established at U. T. M. D. Anderson Hospital of The University of Texas System Cancer Center. Income earned by this fund will be added to the endowment until the fund balance reaches \$600,000. 1000
23. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Acceptance of Gift and Pledge from the Rotan Mosle Foundation, Houston, Texas, and Establishment of the Edward Rotan Professorship. -- A gift of \$64,500 and a pledge of \$35,500 were accepted from the Rotan Mosle Foundation, Houston, Texas, and the Edward Rotan Professorship was established at the U. T. M. D. Anderson Hospital of The University of Texas System Cancer Center. The pledge is to be fulfilled over the next four years, and the Professorship will not be activated until the funding of \$100,000 is completed. G+G  
1070
24. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Acceptance of Gift of <sup>Land</sup> 1.04 Acres of Land in the South Acre Estates Subdivision, Houston, Harris County, Texas, from Mr. Richard H. McClendon, Mr. J. A. Williams and Mr. James L. Russell. --A gift of 1.04 acres of land in the South Acre Estates Subdivision, Houston, Harris County, Texas, was accepted from Mr. Richard H. McClendon, Mr. J.A. Williams, and Mr. James L. Russell. The estimated value of the land is \$67,953.00. Proceeds from sale of the land will be used for the general purposes of The University of Texas System Cancer Center. (3) G+G  
1070

#### B. REAL ESTATE MATTERS

1. U. T. System - W.C. Hogg Memorial Fund: Oil and Gas Lease Granted to Mr. Edwin Eckert, San Antonio, Texas, Covering an Undivided 4.688% Mineral Interest in 222.02 Acres in the P.L. Buquor Survey, No. 58, Bexar County, Texas. --An oil and gas lease covering an undivided 4.688% interest in 222.02 acres out of the P.L. Buquor Survey, No. 58, Bexar County, Texas, (W.C. 1000  
✓

Hogg Memorial Fund), was granted to Mr. Edwin Eckert, San Antonio, Texas, for a term of five years, a 1/5 royalty, a bonus of \$10.00 per acre and \$1.00 per acre annual delay rentals.

It was noted that only those minerals below a depth of 1000 feet would be covered by the lease. Mr. Eckert has over the years held leases on the area below 1000 feet, the most recent lease having expired on September 15, 1981.

2. U. T. System - W. C. Hogg Memorial Fund: Oil and Gas Lease Covering an Undivided Interest in 1193.19 Acres Out of the James Pevehouse Survey, Abstract 29, Montgomery County, Texas, to Ernest B. Ross, Inc., Houston, Texas. --An oil and gas lease covering an undivided interest in 1193.19 acres out of the James Pevehouse Survey, Abstract 29, Montgomery County, Texas, (W. C. Hogg Memorial Fund), was granted to Ernest B. Ross, Inc., Houston, Texas. This lease provides for a three year term, 1/4 royalty, \$100.00 per acre bonus and \$10.00 per acre annual delay rentals. 1000 ✓

3. U. T. Austin - Archer M. Huntington Museum Fund: Extension of Option Agreement with Pelican Terminal Company to Purchase 522 Acres of Land in the Samuel C. Bundick League, Galveston County, Texas. --The Board authorized the extension of an option agreement dated November 12, 1979, between the U. T. Board of Regents and Pelican Terminal Company for a period of six months commencing January 1, 1982 and ending June 30, 1982. This option allows Pelican Terminal Company to purchase the surface only of approximately 522 acres of land in the Samuel C. Bundick League, Galveston County, Texas, at a price of \$5,750 per acre. In consideration for this extension, Pelican Terminal Company is paying \$35,000 to the U. T. Board of Regents. 2400 Acres in Galveston Cty. 1000

Further, upon the recommendation of the Land and Investment Committee, the Board denied the request for a second six month extension to commence July 1, 1982 at a purchase price of \$6,000 per acre and an additional consideration of \$35,000.

It was pointed out that the option will not be extended beyond June 30, 1982.

4. U. T. Austin - Walter Prescott Webb Chair in History and Ideas: Approval in Principle and With Certain Understandings of Authorization to Negotiate Agreements with Vestcor, Inc., Austin, Texas, and Mr. C. B. Smith, Sr., Relating to Gifts and Leases of 11.214 Acres of Land in the James P. Wallace League and the Northfair Subdivision, Austin, Travis County, Texas. --Upon the recommendation of the Land and Investment Committee and following a detailed discussion, the Board approved in principle the negotiation of agreements with Vestcor, Inc., Austin, Texas, and Mr. C. B. Smith, Sr., giving Vestcor the option to lease a total of approximately 11.214 acres in the James P. Wallace League and the Northfair Subdivision, Austin, Travis County, Texas. The objective of these agreements is to provide for the redevelopment and expansion of the existing Northfair Shopping Center, a portion of which now provides the endowment for the Walter Prescott Webb Chair in History and Ideas at The University of Texas at Austin. The terms of the agreements for which approval in principle was given are set forth below: 1000

- (a) Vestcor will be given a 180 day option to ground lease the property, with the right to extend the option for an additional

180 days. The option is designed to provide time for Vestcor to present the site to major tenants and to obtain financing for the development.

- (b) As consideration for the initial option, Vestcor would pay the nominal amount of \$100.00 per month. It would have the right to extend the option for an additional 180 days upon payment of \$25,000.00 in monthly installments, such payment to be divided equally between Mr. Smith and the University. In the event the option is exercised, the ground lease would remain superior to Vestcor's mortgage, but the mortgagee would be given comprehensive rights to cure possible defaults by Vestcor.
- (c) Vestcor would not exercise its option until a valid financing commitment has been obtained and would submit the financing documentation to the University for approval. If Vestcor can demonstrate that its proposed financing is within industry standards and that it has made a diligent effort to secure financing acceptable to the University, then its option money will be refunded if the financing documentation is not approved.
- (d) Upon exercise of the option and approval of Vestcor's financing, the parties will proceed to close several transactions which will result in the University having fee ownership to the entire 11.214 acres. Vestcor will acquire the existing life estate and leasehold interest of C. B. Smith, Sr. in 4.15 acres for a consideration of \$400,000.00 cash, with Smith assigning existing sub-leases to Vestcor. Vestcor will then donate the leasehold and life estate interests acquired from Smith to the University, and Smith will donate to the University an additional 1.586 acres now owned in fee. The University will assign leases now on its fee land to Vestcor.
- (e) Simultaneously with the closing of these transactions, the University will grant a thirty-year ground lease to Vestcor, providing for two ten-year renewal options. The annual rental is to be \$44,500.00 plus the amount now being received by the University from its existing leases (approximately \$50,000). In addition, the lessor will receive 20% of all percentage rentals subsequently generated on the leased premises, and the annual base rent will be increased 10% each five years. The lease would also provide that Vestcor's general contractor be bonded and that the lessor will have the right to approve the general building plan and parking layout.
- (f) The University will grant to Mr. C. B. Smith, Sr. a thirty-year extension of his existing lease on 0.69 acres which he will retain. The lease would provide for two ten-year renewal options, a base rent of \$4,960.00, and escalation and percentage rent provisions identical to the Vestcor lease. This extension would commence on January 1, 1990.
- (g) A final transaction would be the execution of a reciprocal easement and parking agreement between Vestcor, Smith and the University.

The Board also concurred with the recommendation of the Land and Investment Committee that the approval in principle of the terms for these agreements was subject to the understanding that:

- a. The University's proposed agreement with Vestcor, Inc., and C. B. Smith initially will obligate the University only to proceed with good faith negotiations along the lines outlined above;
  - b. The agreement will not finally bind the University to precise lease terms, until the nature and scope of the ultimate project is determined and until adequate and detailed consideration has been given to the questions of term, base rental and participation by the University in increased tenant rentals in excess of a beginning pro forma level of rents to be determined by subsequent negotiations, and
  - c. Prior to executing any final lease agreement with Vestcor, Inc., the Office of the Chancellor shall submit the final and definitive terms of such agreement to the Board for consideration and approval.
5. U. T. El Paso - Frank B. Cotton Estate: Easement Granted to the United States of America Covering a 200 Foot Wide and 7,610 Foot Long Perpetual Right-of-Way on Land Located in Block 5, Section 3 of the GC & SF RR Survey, in Hudspeth County, Texas, Along the Rio Grande River. --Approval was given to grant the United States of America a 200 foot wide and 7,610 foot long perpetual right-of-way easement on land located in Block 5, Section 3 of the GC & SF RR Survey in Hudspeth County, Texas, (Frank B. Cotton Estate), along the Rio Grande River which encompasses 31.6 acres, at \$60.00 per acre for a total of \$1,896.00 paid to the University. The easement is for flood control and will help stabilize the river boundaries between the United States and Mexico. 1000 ✓
6. U. T. El Paso - Josephine Clardy Fox Estate: Ground Lease Covering 63,597 Square Feet of Land in the E. Bennett Survey No. 11, El Paso, El Paso County, Texas, to Mr. Gary L. Acker, Yukon, Oklahoma. --A ground lease covering approximately 63,597 square feet of land in the E. Bennett Survey No. 11, El Paso, El Paso County, Texas, known as 5300 El Paso Drive (Josephine Clardy Fox Estate), was granted to Mr. Gary L. Acker, Yukon, Oklahoma, for a term of two years beginning January 1, 1982 at a monthly rental of \$1,250.00. The lease provides for termination by either party upon 90 days written notice. 5300 El Paso Drive  
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- It was pointed out that the most recent lease to Taber Broadcasting Company, Inc. expired on May 31, 1981, and was continued on a month-to-month basis. Mr. Acker has acquired the assets of Taber Broadcasting and will continue to use the premises in connection with the operation of an AM radio station.
7. U. T. Cancer Center (U. T. M. D. Anderson Hospital) - Mrs. Lillie A. Johnson and M. G. & Lillie A. Johnson Foundation, Inc.: Sale of Land Consisting of 1458 Acres in Township 39 South, Range 28 East, Highlands County, Florida, to Grigsby Brothers, a General Partnership, Hereford, Texas. -- Authorization was given to sell approximately 1458 acres in 1000 ✓

Township 39 South, Range 28 East, Highlands County, Florida, (Mrs. Lillie A. Johnson and M.G. & Lillie A. Johnson Foundation, Inc.), to Grigsby Brothers, a general partnership, Hereford, Texas, for a cash consideration of \$617.50 per acre.

It was noted that the grazing lease dated June 15, 1981, to Mr. James Hill provides for termination by the lessor in the event of sale of the land upon reimbursement to the lessee of a portion of his expense in fencing the premises. Such reimbursement is to be based upon the actual fencing cost, not to exceed \$10,000, prorated over the term of the lease.

### III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for Months of August and September, 1981. -- In accordance with present procedure, the Report of Securities Transactions for the Permanent University Fund and Trust and Special Funds for the months of August and September, 1981 was mailed on November 11, 1981, by Executive Secretary Dilly to the members of the U.T. Board of Regents. No comments were received. The report is incorporated in the Minutes as Attachment No. 2 following Page HT-6 of Attachment No. 1.

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### MATTERS REFERRED DIRECTLY TO THE BOARD

U. T. BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS  
PART ONE: AMENDMENTS TO CHAPTER I, SECTION 7. -- Approval was given to amend Section 7 of Chapter I of Part One of the Regents' Rules and Regulations as set forth below:

B

- a. A new Subdivision 7.15(13) as set out below was added to Subsection 7.15:

7.15(13) Consider and make recommendations to the Buildings and Grounds Committee concerning the availability of funds for, and application of funds to, capital improvement requests.

- b. A new Subdivision 7.16(12) as set out below was added to Subsection 7.16:

7.16(12) Consider and make recommendations to the Buildings and Grounds Committee concerning capital improvement requests as related to the approved missions of the general academic institutions.



- c. A new Subdivision 7.17(13) as set out below was added to Subsection 7.17:
- 7.17(13) Consider and make recommendations to the Buildings and Grounds Committee concerning capital improvement requests as related to the approved missions of the health-related institutions.
- d. Subdivision 7.184 of Subsection 7.18 was amended to read as follows:
- 7.184 Consider capital improvement requests and, with the prior approval of the Academic or Health Affairs Committee and the Finance and Audit Committee, make recommendations to the Board.

#### ITEMS FOR THE RECORD

Chairman Powell noted the following items for the record relating to previous actions by the U. T. Board of Regents:

U. T. AUSTIN - COLLEGE OF FINE ARTS FOUNDATION ADVISORY COUNCIL: ACCEPTANCE OF MEMBERSHIP. --On October 9, 1981, Mr. Meredith J. Long of Houston, Texas, was approved for membership on The University of Texas at Austin College of Fine Arts Foundation Advisory Council for a term to expire on August 31, 1984. Mr. Long's acceptance of membership is herewith reported for the record. 11

U. T. EL PASO - DEVELOPMENT BOARD: ACCEPTANCE OF MEMBERSHIP. --On October 9, 1981, Mr. Terry O'Donnell of El Paso, Texas, was approved for membership on The University of Texas at El Paso Development Board for a term to expire on August 31, 1984. Mr. O'Donnell's acceptance of membership is herewith reported for the record. 13

#### EXECUTIVE SESSION OF THE BOARD OF REGENTS

Chairman Powell reported that the Board had met in Executive Session in Room 405 of the Classroom Building at The University of Texas of the Permian Basin on Thursday afternoon (December 10) following the meetings of the Standing Committees and continued its meeting on Friday morning (December 11) to discuss matters in accordance with Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes: Litigation, Land Acquisition and Personnel Matters. See Page 2. The following actions were taken:

U. T. AUSTIN: LAND ACQUISITION OF REAL PROPERTY. --Regent Richards moved that President Flawn, Vice President Franklin and the Office of the Chancellor be authorized to take all necessary steps with regard to the purchase of additional acreage adjacent or near to The University of Texas at Austin for the purpose of future campus expansion. This motion was seconded by Regent Hay and was approved without objection. 400

U. T. DALLAS: VALUE AND POSSIBLE EXCHANGES OF REAL PROPERTY. --The Board took no action with regard to the value and possible exchanges of real property related to The University of Texas at Dallas and directed that the Special Committee on Endowment Lands in Collin and Dallas Counties, Texas, review this matter and make recommendations to the Board for its consideration at a future date. F



Lutcher Center

Lutcher Brown Property

U. T. SAN ANTONIO: RECOMMENDATION FOR THE SALE OF LAND IN TERRELL HILLS, BEXAR COUNTY, TEXAS, AND THE ESTABLISHMENT OF AN ENDOWMENT FUND FOR THE MAINTENANCE OF THE U. T. SAN ANTONIO - LUTCHER CENTER. -- The Board took no action with regard to the recommended sale of land in Terrell Hills, Bexar County, Texas. Chairman Powell appointed a Special Committee on the Lutcher Center composed of Regent Blumberg, Regent Richards, Executive Vice Chancellor Jordan and President Wagener to study alternative academic uses for the Lutcher Center with leaders in the San Antonio community and to consult with them regarding the development of private fund support for that facility. Executive Vice Chancellor Jordan was designated Chairman of the Committee, with Chancellor Walker to serve as an ex officio member and Mr. Crowson to serve as legal counsel. The Committee will bring its report and recommendations to the Board for consideration at a later date.

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Vice-Chairman Fly

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

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Prior to receiving the report of the Board for Lease of University Lands, Chairman Powell congratulated Dr. Fly on his recent election as Chairman of that Board.

Vice-Chairman Fly reported that the Board for Lease of University Lands met in Austin, Texas, on November 6, 1981, and took the following actions:

1. The Board approved two deep gas drilling and development units in Pecos County. A total of 14 sections are involved and the two operators are obligated to drill initial test wells to 22,000 feet and 22,500 feet. Total bonuses for forming the units amounted to \$268,800.
2. Two settlements were made by the Board involving the certification of two leases of questionable validity. A total sum of \$116,590 was accepted in the judgment plus a conversion from 1/5 to 1/4 royalty rate.
3. Plans were approved to hold the 71st sale of oil and gas leases on February 3, 1982, in Midland. A total of 225 tracts comprising 80,056 acres will be offered. The last sale on March 11, 1981, yielded a record bonus of \$52,882,000 for 249 tracts comprising 83,328 acres.

Of the 2.1 million acres of University Lands -

1,000,000 acres are under lease  
 470,000 acres are productive of oil or gas  
 (2,000 producing leases)

There are 7200 oil and gas wells in 330 oil and gas fields. Annual production is 29-1/2 million barrels of oil and 93 million MCF of gas. Annual income from oil and gas royalty is about \$155 million.

REPORT OF SPECIAL COMMITTEE

Endowment Land - Dresser Industries

U. T. DALLAS - SPECIAL COMMITTEE ON ENDOWMENT LANDS IN COLLIN AND DALLAS COUNTIES, TEXAS: SALE OF LAND TO DRESSER INDUSTRIES, INC. --Regent Hay presented the following report of the Special Committee on Endowment Lands in Collin and Dallas Counties, Texas, which was adopted by unanimous vote:

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Report

At its meeting on April 9-10, 1981, the U. T. Board of Regents authorized the Special Committee on Endowment Lands in Collin and Dallas Counties, Texas, to negotiate the sale of approximately 9.6 acres of land in the John Clay Survey, Dallas County, to Dresser Industries, Inc., at a cash price of not less than \$2.50 per square foot, and authorized the Chairman to execute all documents necessary to consummate the transaction.

Negotiations were conducted pursuant to that authority, and a Sale and Purchase Agreement was executed by Chairman Powell on September 14, 1981. The sale was closed on October 16, 1981. The actual size of the tract as determined by survey was 9.4129 acres, and the cash sale price was \$1,025,065.00, or \$2.50 per square foot. Easements and contracts to provide for the extension of utilities to the tract were also executed as required by the Sale and Purchase Agreement.

Meetings of The Board

SCHEDULED MEETINGS. --It was ordered that the meetings of the U. T. Board of Regents for the calendar year 1982 be scheduled as follows:

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<u>Dates</u>	<u>Locations/Hosts</u>
February 11-12, 1982	U. T. Austin
April 7-8, 1982	U. T. Health Science Center - Houston
June 10-11, 1982	U. T. Austin (Port Aransas)
August 12-13, 1982	U. T. Health Science Center - San Antonio
October 7-8, 1982	U. T. Arlington
December 2-3, 1982	Austin

ADJOURNMENT. -- There being no further business, the meeting was adjourned at 12:30 p. m.

Arthur H. Dilly  
Executive Secretary

December 18, 1981