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

Pages 1-113

July 25-26, 1979

San Antonio, Texas

## MEETING NO. 763

WEDNESDAY, JULY 25, 1979. --The Board of Regents met at 2:00 p. m. on Wednesday, July 25, 1979, on the fourth floor (Room 4.03.12) of the John Peace Library at The University of Texas at San Antonio, San Antonio, Texas, with the following in attendance:

ATTENDANCE --Present

Chairman Williams, presiding ✓  
 Vice-Chairman Law ✓  
 Regent (Mrs.) Blumberg ✓  
 Regent Fly ✓  
 Regent Hay ✓  
 Regent Newton ✓  
 Regent Richards ✓  
 Regent Sterling ✓

Absent ✓

Regent Powell\*

Secretary Thedford

Chancellor Walker

FILE NO. Attendance  
 DOCUMENT \_\_\_\_\_  
 REMARKS \_\_\_\_\_

Chairman Williams announced a quorum present.

WELCOME AND REPORT BY DR. JAMES W. WAGENER, PRESIDENT'S Reports  
 OF THE UNIVERSITY OF TEXAS AT SAN ANTONIO. --Chairman Williams related that prior to assembling, the members of the Board had the privilege of a bus tour of the San Antonio Health Science Center by President Harrison and U. T. San Antonio by President Wagener. Chairman Williams announced that because U. T. San Antonio was the host institution, President Wagener had been asked to present a report on U. T. San Antonio at this time. (This is in accordance with the policy adopted by the Board of Regents at its September 1977 meeting.)

President Wagener welcomed the Board of Regents and other guests to The University of Texas at San Antonio and wished them a good stay. President Wagener presented slides to indicate the growth of U. T. San Antonio since its establishment by the Texas Legislature in 1969. He emphasized throughout his report that U. T. San Antonio is a university made to order and that the environment has been designed to meet the needs of the community it serves. U. T. San Antonio is one of the fastest growing institutions in the State; and the South Texas region serves as its main focus. President Wagener presented an overview on the enrollment growth, faculty, academic and research programs, and building construction projects and emphasized the need for additional space for on-campus housing. (No written report was filed.)

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Pres. Reports  
 FILE NO. \_\_\_\_\_  
 DOCUMENT \_\_\_\_\_  
 REMARKS \_\_\_\_\_

Chairman Williams thanked President Wagener for a very comprehensive report. He stated that the members of the Board were enjoying their visit in San Antonio and were looking forward to working with him and others at U. T. San Antonio in the continued progress of that institution.

\*Regent Powell was absent to fulfill a commitment he had made prior to his appointment as a Regent by Governor Briscoe.

RECESS FOR MEETING OF BUILDINGS AND GROUNDS COMMITTEE.--  
Chairman Williams announced that the Board would recess for the meeting  
of the Buildings and Grounds Committee and would reconvene as a Board  
at 9:00 a. m. on Thursday, July 26 (Pages 36-53).

\* \* \* \* \*

Thursday, July 26, 1979

At 9:00 a. m., the Board reassembled on the fourth floor of the John Peace  
Library in the same room as the session on Wednesday, July 25, and with  
the same attendance.

BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING  
ON MAY 31-JUNE 1, 1979.--Upon motion of Regent Sterling, duly seconded,  
the Minutes of the regular meeting of the Board of Regents of The University  
of Texas System held on May 31-June 1, 1979, were approved without  
objection as distributed. The official copy of these Minutes is recorded in  
the Permanent Minutes, Volume XXVI, Pages 3306-3924 .

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PERMA-  
NENT UNIVERSITY FUND BONDS, NEW SERIES 1979, \$21,000,000:

(1) RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS  
OF THE UNIVERSITY OF TEXAS SYSTEM PERMANENT UNIVERSITY  
FUND BONDS, NEW SERIES 1979, IN THE AMOUNT OF \$21,000,000  
AND AWARDING THE SALE OF THE BONDS TO HARRIS TRUST AND  
SAVINGS BANK & ASSOCIATES, CHICAGO, ILLINOIS; (2) DESIGNATION  
OF FIRST NATIONAL BANK IN DALLAS, DALLAS, TEXAS, MANUFAC-  
TURERS HANOVER TRUST CO., NEW YORK, NEW YORK, AND THE  
NORTHERN TRUST COMPANY, CHICAGO, ILLINOIS, PAYING AGENTS;  
(3) AWARD OF CONTRACT TO PRINT THE BONDS TO HART GRAPHICS,  
INC., AUSTIN, TEXAS.--The following written Resolution (Pages 4-20 )  
was duly introduced for the consideration of the Board and read in full.  
It was then duly moved by Regent Sterling and seconded by Vice-Chairman  
Law that said Resolution be adopted; and after due discussion, said motion,  
carrying with it the adoption of said Resolution, prevailed and carried by  
the following vote:

AYES: All members of said Board listed present  
on Page 1 voted "Aye."

NOES: None

FILE NO. 1000  
DOCUMENT       
REMARKS     

The adoption of the Resolution authorized issuance of Board of Regents of  
The University of Texas System Permanent University Fund Bonds, New  
Series 1979, in the amount of \$21,000,000 and awarded the sale of the  
bonds to Harris Trust and Savings Bank & Associates, Chicago, Illinois,  
for the principal amount thereof and accrued interest to the date of  
delivery plus a premium of \$746.50 (Page 19) at rates of interest  
reflected on Page 10. The effective interest rate is 5.4342%.

The First National Bank in Dallas, Dallas, Texas, bid to be the Texas Paying Agent with Manufacturers Hanover Trust Co., New York, New York, and The Northern Trust Company, Chicago, Illinois, to be the other paying agents for the Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1979, in the amount of \$21,000,000. Upon motion of Vice-Chairman Law, seconded by Regent Sterling, the bid was unanimously accepted (Pages 11 , 14 ). The paying agents will pay the Board of Regents \$3,250 per annum so long as the bonds are outstanding.

Upon motion of Regent Blumberg, seconded by Regent Sterling, a contract was awarded by unanimous vote to Hart Graphics, Inc., Austin, Texas, to print the Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1979, in the amount of \$21,000,000. The bid of Hart Graphics provided that the bonds will be printed according to specifications with lithographed borders for the sum of \$2,697 (less \$307 if delivery is made in Austin, Texas) there being five interest rates.

## RESOLUTION

BY THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1979, IN THE AMOUNT OF \$21,000,000.

WHEREAS, the Board of Regents of The University of Texas System (hereinafter sometimes called the "Board") heretofore has authorized, issued and delivered that issue of Board of Regents of The University of Texas Permanent University Fund Refunding Bonds, Series 1958, dated July 1, 1958, said bonds having been authorized pursuant to the provisions of Section 18, Article VII of the Constitution of Texas, and said Refunding Bonds, Series 1958, now having matured and having been paid, canceled and discharged; and

WHEREAS, said Refunding Bonds, Series 1958, were payable from and secured by a first lien on and pledge of the Interest of The University of Texas System in the income from the Permanent University Fund, in the manner and to the extent provided in the resolution authorizing said Refunding Bonds, Series 1958; and

WHEREAS, the resolution adopted on July 23, 1958, authorizing the issuance of said Refunding Bonds, Series 1958, reserved the right and power in the Board to issue, under certain conditions, Additional Parity Bonds and Notes for the purposes and to the extent provided in the Amendment to Section 18, Article VII of the Texas Constitution, adopted by vote of the people of Texas on November 6, 1956, said Additional Parity Bonds and Notes to be on a parity with the aforesaid Refunding Bonds, Series 1958 (now retired), and equally and ratably secured by and payable from a first lien on and pledge of the Interest of The University of Texas System in the income from the Permanent University Fund, in the same manner and to the same extent as were said Refunding Bonds, Series 1958; and

WHEREAS, the Amendments to Section 18, Article VII of the Texas Constitution, adopted by vote of the people of Texas on

November 6, 1956, and on November 8, 1966, provide that the Board is authorized to issue negotiable bonds and notes for the purpose of constructing, equipping, or acquiring buildings or other permanent improvements for The University of Texas System, in a total amount not to exceed two-thirds (2/3) of Twenty percent (20%) of the value of the Permanent University Fund exclusive of real estate at the time of any issuance thereof; and

WHEREAS, the Board heretofore has authorized, issued, sold and delivered its Permanent University Fund Bonds, Series 1960, dated July 1, 1960, Series 1961, dated July 1, 1961, Series 1962, dated July 1, 1962, Series 1963, dated July 1, 1963, Series 1964, dated July 1, 1964, Series 1965, dated July 1, 1965 and Series 1966, dated July 1, 1966, as installments or issues of such Additional Parity Bonds; and

WHEREAS, the Board has deemed it necessary and advisable that no more of said Additional Parity Bonds shall be issued because of the excessively restrictive Permanent University Fund investment covenants made in connection with all of the aforesaid Permanent University Fund Bonds heretofore issued; and

WHEREAS, the Board is required by law to keep said investment covenants in full force and effect as to all of the aforesaid Permanent University Fund Bonds heretofore issued and to affirm the first lien on and pledge accruing to said outstanding Permanent University Fund Bonds heretofore issued on the Interest of the University of Texas System in the income from the Permanent University Fund; and

WHEREAS, pursuant to a resolution adopted on June 16, 1967, the Board authorized, issued, sold and delivered an installment or issue of negotiable bonds designated as the Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1967, dated July 1, 1967 (hereinafter sometimes called the "New Series 1967 Bonds"), in the principal amount of \$14,000,000, payable from and secured by a lien on and pledge of the Interest of The University of Texas System in the Permanent

University Fund, subject only and subordinate to the first lien on and pledge of said Interest heretofore created in connection with the aforesaid outstanding Permanent University Fund Bonds; and

WHEREAS, in said resolution adopted on June 16, 1967, the Board set forth the terms and conditions under which additional bonds may be issued to be on a parity with the aforesaid New Series 1967 subordinate lien bonds, and the Board has issued its Permanent University Fund Bonds, New Series 1968, New Series 1969, New Series 1970, New Series 1971, New Series 1972, New Series 1973, New Series 1974, New Series 1975, New Series 1976, New Series 1977 and New Series 1978, in accordance therewith; and

WHEREAS, the Board has determined to authorize, issue, sell and deliver an additional installment or issue of such subordinate lien parity New Series Bonds in the principal amount of \$21,000,000; and

WHEREAS, the Board hereby officially finds and determines that the value of the Permanent University Fund, exclusive of real estate is in excess of \$1,114,352,368;

THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM:

1. Throughout this resolution the following terms and expressions as used herein shall have the meanings set forth below:

The term "Permanent University Fund," "Permanent Fund," and "Fund" used interchangeably herein shall mean the Permanent University Fund as created by Article VII, Section 11 of the Constitution, further implemented by the provisions of Title 49, Chapter 1, of the Revised Civil Statutes of Texas, 1925, as amended and supplemented.

The expression "Interest of the University" in the Permanent University Fund shall mean all of the income to such Fund from grazing leases on University lands, and all of the other income from such Fund, after making provision for the payment of the

University's proportion of the expenses of administering such Fund, excepting one-third of the income arising and accruing to The Texas A&M University from the 1,000,000 acres of land appropriated by the Constitution of 1876 and the land appropriated by the Act of 1883, as more particularly defined by Section 66.03, Texas Education Code, (Chapter 42 of the Acts of the Regular Session of the 42nd Legislature of the State of Texas).

The term "Resolution" as used herein and in the Bonds shall mean this resolution authorizing the Bonds.

The term "Bonds" or "New Series 1979 Bonds" shall mean the New Series 1979 Bonds authorized in this Resolution, unless the context clearly indicates otherwise.

The term "Old Series Outstanding Bonds" shall mean the outstanding bonds of the following issues:

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1960, dated July 1, 1960, originally issued in the amount of \$5,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1961, dated July 1, 1961, originally issued in the amount of \$6,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1962, dated July 1, 1962, originally issued in the amount of \$5,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1963, dated July 1, 1963, originally issued in the amount of \$4,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1964, dated July 1, 1964, originally issued in the amount of \$4,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1965, dated July 1, 1965, originally issued in the amount of \$6,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1966, dated July 1, 1966, originally issued in the amount of \$11,000,000.



The term "New Series Additional Parity Bonds and Notes" and "Additional Parity Bonds and Notes" shall mean the additional parity bonds and the additional parity notes permitted to be issued pursuant to Section 11 of the Resolution adopted on June 16, 1967, authorizing the issuance of the New Series 1967 Bonds.

The term "New Series Outstanding Bonds" shall mean the outstanding bonds of the following issues:

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1967, dated July 1, 1967, originally issued in the amount of \$14,000,000 pursuant to a resolution adopted on June 16, 1967.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1968, dated July 1, 1968, originally issued in the amount of \$15,000,000, pursuant to a resolution adopted on June 25, 1968.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1969, dated July 1, 1969, originally issued in the amount of \$7,000,000, pursuant to a resolution adopted on June 20, 1969.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1970, dated July 1, 1970, originally issued in the amount of \$7,500,000, pursuant to a resolution adopted on July 10, 1970.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1971, dated July 1, 1971, originally issued in the amount of \$9,000,000, pursuant to a resolution adopted on June 4, 1971.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1972, dated July 1, 1972, originally issued in the amount of \$9,000,000, pursuant to a resolution adopted on June 9, 1972.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1973, dated July 1, 1973, originally issued in the amount of \$11,000,000, pursuant to a resolution adopted on July 27, 1973.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1974, dated July 1, 1974, originally issued in the amount of \$11,000,000, pursuant to a resolution adopted on July 19, 1974.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1975, dated July 1, 1975, originally issued in the amount of \$14,000,000, pursuant to a resolution adopted on July 26, 1975.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1976, dated July 1, 1976, originally issued in the amount of \$16,000,000, pursuant to a resolution adopted on July 9, 1976.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1977, dated July 1, 1977, originally issued in the amount of \$20,000,000, pursuant to a resolution adopted on July 29, 1977.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1978, dated July 1, 1978, originally issued in the amount of \$21,000,000, pursuant to a resolution adopted on June 9, 1978.

The term "Board" shall mean the Board of Regents of The University of Texas System.

2. That said Board's negotiable coupon bonds, to be designated the "Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1979," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas in the principal amount of \$21,000,000 for the purpose of constructing, equipping, or acquiring buildings or other permanent improvements for The University of Texas System, to the extent and in the manner provided by law.

3. That said bonds shall be dated July 1, 1979, shall be in the denomination of \$5,000 each, shall be numbered consecutively from 1 through 4,200, and shall mature serially on July 1 in each

of the years, and in the amounts, respectively, as set forth in the following schedule:

\$ 840,000	1980/1983
945,000	1984/1987
1,050,000	1988/1991
1,155,000	1992/1995
1,260,000	1996/1999

Said bonds may be redeemed prior to their scheduled maturities, at the option of said Board, on the dates stated, for the prices, and in the manner provided, in the FORM OF BOND set forth in this Resolution; and further, said bonds shall be registrable as to principal only, at the option of the owner, in the manner provided in said FORM OF BOND.

4. That the bonds scheduled to mature during the years, respectively, set forth below shall bear interest from their date, until maturity or redemption, at the following rates, per annum:

maturities 1980 through 1984,	6.25%,
maturities 1985,	5.60%,
maturities 1986 through 1993,	5.25%,
maturities 1994 through 1995,	5.40%,
maturities 1996 through 1999,	5.50%,

Said interest shall be evidenced by interest coupons which shall appertain to said bonds, and which shall be payable on the dates stated in the FORM OF BOND set forth in this Resolution.

5. That said bonds and interest coupons shall be payable, shall have the characteristics, and shall be signed and executed (and said bonds shall be sealed), all as provided, and in the manner indicated, in the FORM OF BOND set forth in this Resolution.

6. That the form of said bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each of said bonds, the form of the aforesaid interest coupons which shall appertain and be attached initially to each of said bonds, and the form of endorsement for registration as to principal, shall be, respectively, substantially as follows:

FORM OF BOND:

No. \_\_\_\_\_

\$5,000

UNITED STATES OF AMERICA  
STATE OF TEXAS

BOARD OF REGENTS OF  
THE UNIVERSITY OF TEXAS SYSTEM  
PERMANENT UNIVERSITY FUND BOND  
NEW SERIES 1979

ON JULY 1, 19\_\_ , the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM promises to pay to bearer, or if this bond be registered as to principal, then to the registered owner hereof, the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of \_\_\_\_% per annum, evidenced by interest coupons payable JANUARY 1, 1980, and semiannually thereafter on each JULY 1 and JANUARY 1 while this bond is outstanding. The principal of this bond and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon, at First National Bank in Dallas, Dallas, Texas, or, at the option of the bearer, at Manufacturers Hanover Trust Co., New York, New York, or at The Northern Trust Company, Chicago, Illinois, which places shall be the paying agents for this Series of bonds.

THIS BOND is one of a Series of negotiable coupon bonds dated JULY 1, 1979, issued in the principal amount of \$21,000,000 FOR THE PURPOSE OF CONSTRUCTING, EQUIPPING, OR ACQUIRING BUILDINGS OR OTHER PERMANENT IMPROVEMENTS FOR THE UNIVERSITY OF TEXAS SYSTEM, to the extent and in the manner provided by law, in accordance with the provisions of the Amendments to Section 18, Article VII of the Texas Constitution, adopted by a vote of the people of Texas on November 6, 1956, and on November 8, 1966.

ON JULY 1, 1989, OR ON ANY INTEREST PAYMENT DATE THEREAFTER, any outstanding bonds of this Series may be redeemed prior to their scheduled maturities, at the option of said Board, IN WHOLE, OR FROM TIME TO TIME IN PART, for the following redemption prices (expressed as percentages of the principal amount) plus unpaid accrued interest on the bonds called for redemption to the date fixed for redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
July 1, 1989, or January 1, 1990	101%
July 1, 1990, or January 1, 1991	100-3/4%
July 1, 1991, or January 1, 1992	100-1/2%
July 1, 1992, or January 1, 1993	100-1/4%
July 1, 1993, or thereafter	100%

At least thirty days before the date fixed for any such redemption the Board shall cause a written notice of such redemption to be published at least once in a financial publication published in the City of New York, New York. By the date fixed for any such redemption, due provision shall be made with the paying agents for the payment of par and accrued interest to the date fixed for redemption of the bonds to be redeemed, plus the required premium. If the written notice of redemption is published, and if due provision for such payment is made, all as provided above, the bonds, which are to be so redeemed, thereby automatically shall be redeemed prior to maturity, and they shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the purpose of being paid by the paying agents with the funds so provided for such payment.

IT IS HEREBY certified, recited and covenanted that this bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the issuance and delivery of this bond have been performed, existed and been done in accordance with law; and that the interest on and principal of this bond, and the Series of which it is a part, together with the other New Series Outstanding Bonds, are equally and ratably

secured by and payable from a lien on and pledge of the Interest of The University of Texas System in the income from the Permanent University Fund, as such Interest is apportioned by Section 66.03, Texas Education Code (Chapter 42 of the Acts of the Regular Session of the 42nd Legislature of the State of Texas), subject only and subordinate to the first lien on and pledge of said Interest heretofore created in connection with the Old Series Outstanding Bonds (as such terms are defined in the Resolution authorizing this Series of bonds).

SAID BOARD has reserved the right, subject to the restrictions referred to in the Resolution authorizing this Series of bonds, to issue additional parity bonds and notes which also may be secured by and made payable from a lien on and pledge of the aforesaid Interest of The University of Texas System in the income from the Permanent University Fund, in the same manner and to the same extent as this Series of bonds.

THIS BOND, at the option of the owner hereof, is registrable as to principal only on the books of the Registrar. For such purpose the Comptroller of The University of Texas System shall be the Registrar. If registered, the fact of registration shall be noted on the back hereof and thereafter no transfer of this bond shall be valid unless made on the books of the Registrar at the instance of the registered owner and similarly noted hereon. Registration as to principal may be discharged by transfer to bearer, after which this bond again may be registered as before. The registration of this bond as to principal shall not affect or impair the negotiability of the interest coupons appertaining hereto, which shall continue to be negotiable by delivery merely. Subject to said provisions for the registration of this bond as to principal only, nothing contained herein shall affect or impair the negotiability of this bond, and this bond shall constitute a negotiable instrument within the meaning of the laws of the State of Texas.

IN WITNESS WHEREOF, this bond and the interest coupons appertaining hereto have been signed with the facsimile signature

of the Chairman of said Board and countersigned with the facsimile signature of the Secretary of said Board, and the official seal of said Board has been duly impressed, or placed in facsimile, on this bond.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

FORM OF REGISTRATION CERTIFICATE:

COMPROLLER'S REGISTRATION CERTIFICATES REGISTER NO. \_\_\_\_\_

I hereby certify that this bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

FORM OF INTEREST COUPON:

No. \_\_\_\_\_ \$ \_\_\_\_\_

ON \_\_\_\_\_ 1, 19\_\_\_\_, \* THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM promises to pay to bearer the amount shown on this interest coupon, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this interest coupon, at First National Bank in Dallas, Dallas, Texas, or, at the option of the bearer, at Manufacturers Hanover Trust Co., New York, New York, or at The Northern Trust Company, Chicago, Illinois, said amount being interest due that day on the bond bearing the number hereinafter designated, of that issue of BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1979, DATED JULY 1, 1979. BOND NO. \_\_\_\_\_.

\*(Coupons maturing after July 1, 1989, shall contain the following additional clause:

unless the bond to which this coupon appertains has been called for redemption and due provision made to redeem same,)

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

FORM OF ENDORSEMENT FOR REGISTRATION AS TO PRINCIPAL:

ENDORSEMENT FOR REGISTRATION AS TO PRINCIPAL

(NO WRITING TO BE MADE HEREON EXCEPT BY THE REGISTRAR DESIGNATED FOR THIS ISSUE OF BONDS)

It is hereby certified that, at the request of the owner of the within bond, I have this day registered it as to principal in the name of such owner, as indicated in the registration blank below, on the books kept by me for such purpose. The principal of this bond shall be payable only to the registered owner hereof named in the registration blank below, or his legal representative, and this bond shall be transferable only on the books of the Registrar and by an appropriate notation in such registration blank. If the last transfer recorded on the books of the Registrar and in the registration blank below shall be to bearer, the principal of this bond shall be payable to bearer and it shall be in all respects negotiable. In no case shall negotiability of the interest coupons appertaining hereto be affected or impaired by any registration as to principal.

<u>NAME OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF REGISTRAR</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. (a) It is hereby certified and recited that the Bonds authorized in this Resolution are Additional Parity Bonds permitted to be issued under Section 11 of the resolution of the Board adopted on June 16, 1967, authorizing the issuance of the New Series 1967 Bonds, and that all conditions and requirements of said Section 11 have been or will be met prior to the delivery of the New Series 1979 Bonds herein authorized. The New Series



1979 Bonds and the New Series Outstanding Bonds are and shall be on a parity and in all respects of equal dignity.

(b) Pursuant to the provisions of the amendments to Section 18, Article VII, of the Texas Constitution, approved by vote of the people of Texas on November 6, 1956, and on November 8, 1966, the New Series 1979 Bonds, the New Series Outstanding Bonds, and any other New Series Additional Parity Bonds and Notes hereinafter issued, and the interest thereon, shall be and are hereby equally and ratably secured by and payable from a lien on and pledge of the Interest of the University in the income from the Permanent University Fund, as such Interest is defined in Section 1 of this Resolution, subject only and subordinate to the first lien on and pledge of said Interest heretofore created in connection with the Old Series Outstanding Bonds.

8. (a) The aforesaid resolution adopted June 16, 1967, authorizing the issuance of the New Series 1967 Bonds has provided that the Comptroller of Public Accounts of the State of Texas shall establish in the State Treasury a fund to be known as "Board of Regents of The University of Texas System New Series Permanent University Fund Interest and Sinking Fund" (hereinafter called the "Interest and Sinking Fund"). In addition to the moneys required to be transferred to the credit of the Interest and Sinking Fund in connection with the New Series Outstanding Bonds, the Comptroller of Public Accounts of the State of Texas shall, for the benefit of the New Series 1979 Bonds, transfer to the Interest and Sinking Fund, out of The University of Texas System Available University Fund (the fund in the State Treasury to which is deposited the Interest of the University), on or before November 15, 1979, and semiannually thereafter on or before May 15 and November 15 of each year while the New Series 1979 Bonds, or interest thereon, are outstanding and unpaid, the amount of interest or principal and interest which will become due on the New Series 1979 Bonds on the January 1 or July 1 next following. It is hereby recognized that the amounts necessary

for the payment of principal and interest on the Old Series Outstanding Bonds will have been transferred on or before May 1 and November 1 of each year from the aforesaid Available University Fund to the interest and sinking fund heretofore created for the benefit of the Old Series Outstanding Bonds.

(b) To the end that money will be available at the places of payment in ample time to pay the principal of and interest on the Bonds as such principal and interest respectively mature, on or before November 15, 1979, and semiannually thereafter on or before May 15 and November 15 of each year while any of the New Series 1979 Bonds, or interest thereon, are outstanding and unpaid, the Comptroller of The University of Texas System, or such officer as may hereafter be designated by the Board to perform the duties now vested in such officer, shall perform the following duties:

(1) Prepare and file with the Comptroller of Public Accounts of the State of Texas (hereinafter called the "Comptroller of Public Accounts") a voucher based on which the Comptroller of Public Accounts shall draw a warrant against the Interest and Sinking Fund in the amount of the interest or principal and interest on the New Series 1979 Bonds (when both are scheduled to accrue and mature) which will become due on the January 1 or July 1 next following.

(2) In the event New Series 1979 Bonds shall have been called for redemption on January 1 or July 1 next following of any year, prepare and file with the Comptroller of Public Accounts a voucher based on which the Comptroller of Public Accounts shall draw a warrant against funds of The University of Texas System legally available for such purpose in an amount sufficient to redeem the New Series 1979 Bonds thus called.

(c) Whenever a voucher is so filed with the Comptroller of Public Accounts, he shall make the warrant based thereon payable

to the order of the paying agent situated in the State of Texas, specified in Section 6 hereof, and shall deliver such warrant to such paying agent on or before the December 1 or June 1 next following.

(d) The paying agent situated in the State of Texas, designated in Section 6 hereof, shall, out of moneys remitted to it under the provisions of this Section 8 hereof, and not otherwise, make available at the other paying agents specified in Section 6 hereof, funds sufficient to pay such of the New Series 1979 Bonds (whether payable to the bearer or payable to the registered owner thereof) and such of the coupons as are presented for payment, and said paying agent situated in the State of Texas by accepting designation as such paying agent agrees and is obligated to perform such service.

(e) The paying agents shall totally destroy all paid New Series 1979 Bonds and coupons, and shall furnish the Board with an appropriate certificate of destruction covering the New Series 1979 Bonds and coupons thus destroyed.

(f) The Board shall make provision with the paying agents for the rendition of a statement to The University of Texas System for any sums due such paying agents for services rendered in connection with the payment of the New Series 1979 Bonds and coupons by such paying agents, and the amount of such charges shall be paid by the Board from funds available for such purpose.

9. That all of the language, terms, provisions, covenants and agreements of Section 7 through 13, both inclusive, of the resolution adopted June 16, 1967, authorizing the issuance of the New Series 1967 Bonds are hereby referred to, adopted, and made applicable to the New Series 1979 Bonds authorized by this Resolution, for all purposes.

10. That after said New Series 1979 Bonds shall have been executed, it shall be the duty of the Chairman of the Board or some officer of the Board acting under his authority, to deliver said Bonds and all necessary records and proceedings to the

Attorney General of Texas, for examination and approval by the Attorney General. After said bonds shall have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of said Bonds, the Comptroller of Public Accounts (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be printed and endorsed on each of said Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of said Bonds.

11. That said New Series 1979 Bonds are hereby sold and shall be delivered to HARRIS TRUST AND SAVINGS BANK & ASSOCIATES, for the principal amount thereof and accrued interest to the date of delivery, plus a premium of \$746.50, subject to the approving opinions as to the legality of the New Series 1979 Bonds by the Attorney General of the State of Texas and Vinson & Elkins, Houston, Texas, market attorneys.

12. That the Board certifies that based upon all facts and estimates now known or reasonably expected to be in existence on the date the New Series 1979 Bonds are delivered and paid for, the Board reasonably expects that the proceeds of the New Series 1979 Bonds will not be used in a manner that would cause the New Series 1979 Bonds or any portion of the New Series 1979 Bonds to be an "arbitrage bond" under Section 103(c) of the Internal Revenue Code of 1954, as amended, and the regulations prescribed thereunder. Furthermore, all officers, employees and agents of the Board are authorized and directed to provide certifications of facts and estimates which are material to the reasonable expectations of the Board as of the date the New Series 1979 Bonds are delivered and paid for. In particular, all or any officers of The University of Texas System are authorized to certify for the Board the facts and circumstances and reasonable expectations of the Board on the date the New Series 1979 Bonds are delivered

and paid for regarding the amount and use of the proceeds thereof. Moreover, the Board covenants that it shall make such use of the proceeds of the New Series 1979 Bonds, regulate investments of proceeds of the New Series 1979 Bonds, and take such other and further action as may be required so that the New Series 1979 Bonds shall not be "arbitrage bonds" under Section 103(c) of the Internal Revenue Code of 1954, as amended, and the regulations prescribed from time to time thereunder.

13. That the Official Notice of Sale, Official Statement and Official Bid Form relating to the Bonds and submitted to this Board are hereby approved for use in connection with the solicitation of bids for and sale of the Bonds.

(The Official Notice of Sale and Official Statement will be incorporated in the Official Copy of the Minutes.)

INTRODUCTION OF GUESTS AND FACULTY AND STUDENT REPRESENTATIVES.--At the request of Chairman Williams, the chief administrative officers of the component institutions were recognized in the following order and introduced their guests and respective faculty and student representatives:

U. T. Arlington

President Nedderman introduced:

Student Representatives:	Ms. Renee Studebaker, Editor Student Publications
	Miss Evie Davis, Writer Student Publications
Other Guests:	Mr. Bill Lace, Director, News and Information Service

*Attendance*  
FILE NO. \_\_\_\_\_  
DOCUMENT \_\_\_\_\_  
REMARKS \_\_\_\_\_

U. T. Austin

President Rogers introduced:

Faculty Representative:	Dr. G. Karl Galinsky, Chairman Graduate Assembly
Other Guests:	Miss Amy Jo Long, Director, News and Information Service
	Mr. Royce Dixon, Assistant Director News and Information Service

U. T. Dallas

President Jordan introduced:

Faculty Representative:	Dr. John Wiorkowski, Speaker of the Faculty
Student Representatives:	Ms. Cindy Marolt, Secretary Student Congress
	Ms. Brooks Morton, Representative School of Social Sciences

U. T. El Paso

President Templeton introduced:

Student Representative:	Mr. Eddie Forkerway, President Student Association
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U. T. San Antonio

President Wagener introduced:

Faculty Representative:	Dr. William Mitchell, Secretary to the University Assembly
Student Representative:	Mr. Ted Roberts, President, Student Representative Assembly
Other Guests:	Dr. Gordon Lamb, Vice President for Academic Affairs
	Dean Joseph Michel, College of Multi- disciplinary Studies
	Mr. Bill Stern, Budget Officer
	Ms. Shirley Wills, Director, News and Information
	Mr. George Mangrem, Director Physical Plant

Institute of Texan Cultures

Executive Director Maguire introduced:

Other Guests:

Mr. Larry Cormier, Assistant  
to the Executive DirectorDallas Health Science Center

President Sprague introduced:

Faculty Representative:

Dr. Joan Reisch, Assistant  
Professor, Medical Computer  
Science

Student Representative:

Ms. Susan Butler, Senior Rehabili-  
tation Science Program, School  
of Allied Health SciencesGalveston Medical Branch

President Levin introduced:

Faculty Representative:

John E. Remmers, M.D., Professor  
Departments of Physiology and  
Biophysics and Internal Medicine  
and Member of Faculty-elected  
Academic Planning Committee

Student Representative:

Mr. D. Mark Avery, Senior Student  
in School of Medicine and Former  
Co-director of UTMB National  
Student Research ForumHouston Health Science Center

President Bulger introduced:

Faculty Representative:

Dr. John Scanlon, Associate Dean for  
Research, School of Public HealthSan Antonio Health Science Center

President Harrison introduced:

Faculty Representative:

Dr. Virginia Thomas, Assistant  
Professor, Microbiology

Student Representative:

Ms. Gwendelyn Adrian, Graduate  
Student in BiochemistryUniversity Cancer Center

President LeMaistre introduced:

Faculty Representative:

Emil J. Friereich, M.D.  
Professor of Medicine

Student Representative

Martin N. Raber, M.D., Fellow  
in Developmental TherapeuticsTyler Health Center

Dr. Hurst introduced:

Faculty Representative:

W. T. Matlage, M.D., Clinical Director

Following the introductions, Chairman Williams welcomed the guests in these words: "We are pleased to have each of you here and want you to know that you are always welcome and we hope that you will return every chance you have."

RECESS FOR COMMITTEE MEETINGS AND EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE.--Following the introductions, the Board recessed for the meetings of the Standing Committees other than the Buildings and Grounds Committee. (See Page 2.)

*Executive*  
FILE NO.         
DOCUMENT         
REMARKS       

At 10:55 a. m. when the meeting of the Committee of the Whole in Open Session adjourned, the Board retired to Room 4.02.12 (fourth floor, John Peace Library) for an Executive Session pursuant to Article 6525-17, Sections 2(e), (f) and (g), V.T.C.S. to discuss the following specific items listed on the agenda, together with two items which had been referred to the Executive Session by the Land and Investment Committee:

1. Pending or Contemplated Litigation - Section 2(e)

University Cancer Center (M. D. Anderson):  
Proposal for Settlement of Etta Sorrell Braswell, et al, v. J. B. Money, et al, Civil Action 79330, Circuit Court, Montgomery County, Alabama

2. Land Acquisition and Negotiated Contracts - Section 2(f)

a. University Lands: Mineral Transactions

b. Tyler Health Center: Recommendation to Purchase Portable Building

c. Items Referred by the Land and Investment Committee

FILE NO.         
DOCUMENT         
REMARKS       

(1) U. T. Austin: Recommendation to Accept Tender Offer of 1.65 Acres of Land and to Establish Fund for Alternative Energy Research and Development (Page 94)

(2) U. T. El Paso - Frank B. Cotton Estate: Recommendation to Advertise for Sealed Bids for Oil and Gas Leases on Land in Hudspeth County, Texas (Page 94)

3. Personnel Matters - Section 2(g)

a. U. T. Arlington: Nonrenewal of Contract of Assistant Professor

b. U. T. System: Proposed 1979-80 Operating Budgets



REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 24-30). --  
 The following report of the System Administration Committee was submitted by Committee Chairman Sterling. He stated that the recommendations had been approved in open session and moved the adoption of the report. The report was adopted without objection.

Report

The System Administration Committee in open session this morning approved after discussion but without objection the following recommendations and submits them in this report to the Board of Regents for formal approval:

U. T. Austin, Dallas Health Science Center (Dallas Southwestern Medical School), Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center (Houston School of Allied Health Sciences) and San Antonio Health Science Center (San Antonio Medical School and San Antonio Dental School): Amendments to the 1978-79 Budget (10-B-79 and 11-B-79). --

FILE NO. 41  
 DOCUMENT      
 REMARKS    

RECOMMENDATION

It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that their respective 1978-79 Operating Budget be amended as indicated on the pages set out below:

The University of Texas at Austin, Pages 25-26

The University of Texas Health Science Center at Dallas (Dallas Southwestern Medical School), Page 27

The University of Texas Medical Branch at Galveston and its Galveston Medical School, Page 28

The University of Texas Health Science Center at Houston (Houston School of Allied Health Sciences), Page 29

The University of Texas Health Science Center at San Antonio (San Antonio Medical School and San Antonio Dental School), Pages 29-30

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

THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
69.	Abe E. Lemons Intercollegiate Athletics for Men Salary Rate Source of Funds: Allocation for Budget Adjustments	Head Basketball Coach \$ 36,500	Head Basketball Coach \$ 39,230 Plus supplemental earnings not to exceed \$3,600 for conducting summer athletic camps.	5-1-79
70.	Auxiliary Enterprises - The Pharmacy Transfer of Funds  Amount of Transfer	From: The Pharmacy Unappropriated Balance via Estimated Income \$ 30,000	To: The Pharmacy - Other Expenses  \$ 30,000	5-1-79
71.	Auxiliary Enterprises - Division of Housing and Food Service - Moore- Hill Hall Transfer of Funds  Amount of Transfer	From: Division of Housing and Food Service Reserve for Major Repairs, Remodeling and Replacement and Operating Fund (Unappropriated Balance) \$1,920.83	To: Moore-Hill Hall - Other Expenses  \$1,920.83	5-1-79

THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
72.	Auxiliary Enterprises - Intercollegiate Athletics for Men Transfer of Funds	From: Intercollegiate Athletics for Men-Unappropriated Balance	To: Major Renovation and Improvement Projects: Concessions Office and Storage Facility \$45,000 Concessions Refrigeration Facility 45,000 <u>\$90,000</u>	6-1-79
	Amount of Transfer	\$90,000		
73.	Auxiliary Enterprises - Intercollegiate Athletics for Men Transfer of Funds	From: Intercollegiate Athletics for Men-Reserve for Synthetic Surfaces	To: Intercollegiate Athletics for Men - Other Expenses - Synthetic Surface Repair at Disch-Faulk Field \$50,000	6-1-79
	Amount of Transfer	\$50,000		
74.	Auxiliary Enterprises - Intercollegiate Athletics for Women Transfer of Funds	From: Intercollegiate Athletics for Women - Unappropriated Balance via Estimated Income	To: Intercollegiate Athletics for Women - Administrative and Professional Salaries \$ 3,223 Other Operating Expenses 50,350 <u>\$53,573</u>	6-1-79
	Amount of Transfer	\$53,573		

THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School</u>								
67.	Donald Dirks (Non-Tenure) Radiology Clinical Associate Professor (35%T) Source of Funds: Departmental Salaries and MSRDP	\$ 41,500	\$ 2,500	\$ 44,000	\$ 46,000	\$ 23,000	\$ 69,000	6-1-79
68.	Roberto Restrepo (Non-Tenure) Radiology Clinical Associate Professor (35%T) Source of Funds: Departmental Salaries and MSRDP	\$ 41,500	\$ 2,500	\$ 44,000	\$ 46,000	\$ 23,000	\$ 69,000	6-1-79
69.	Harry L. Legan (Non-Tenure) Surgery Assistant Professor Source of Funds: Unallocated Faculty Salaries and MSRDP	\$ 26,400	\$ 12,900	\$ 39,300	\$ 30,000	\$ 15,000	\$ 45,000	6-1-79

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THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School</u>								
33.	Donald H. Parks (Non-tenure) Surgery Assistant Professor Source of Funds: Shrine Affiliation Agreement	\$ 33,700	\$ 16,850	\$ 50,550	\$ 36,150	\$ 16,850	\$ 53,000	5-1-79

1978-79 BUDGET

Item No.	Explanation	Present Status		Proposed Status		Effective Dates
		From:	To:	Amount	Amount	
34.	Medical Branch Hospitals Transfer of Funds	From: Unappropriated Balance via Estimated Hospital Income	To:			
	Amount of Transfer	\$1,000,000	Surgical Operating Suite	\$ 365,000		
			Anesthesia Service	100,000		
			Chronic Home Dialysis	150,000		
			Unit Management	200,000		
			OB-GYN Clinic	5,400		
			Surgery Clinic	2,000		
			Orthopedic Clinic	2,500		
			Ophthalmology Clinic	1,500		
			Dietary Service	173,600		
				<u>\$1,000,000</u>		6-1-79
35.	Plant Funds Transfer of Funds	From: Unappropriated Balance via Estimated Income	To: Plant Funds Projects:			
	Amount of Transfer	\$5,000,000	① Addition to <u>Pharmacology</u> <u>Building</u>	\$2,500,000		
			② Phase I, <u>Physical Plant</u> <u>Building</u>	<u>2,500,000</u>		
				<u>\$5,000,000</u>		6-1-79

FILE NO. 200  
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At a later date, details of construction for these two projects will be submitted via the Board of Regents Agenda, Building and Grounds Committee for appropriate action and approval.

3952

THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT HOUSTON

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>Houston School of Allied Health Sciences</u>				
28.	Merron A. Hodges (Tenure) Office of the Dean Salary Rate Source of Funds: Unallocated Salaries (Dr. Hodges also serves as Professor without salary in the Department of Biomedical Communications and Instructional Administration (Allied Health Sciences) and Administrative Services (Public Health School))	Dean and Professor \$ 36,000	Dean and Professor \$ 38,000	5-1-79

THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT SAN ANTONIO

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School and Dental School</u>								
34.	Donald L. Steed (Non-tenure) Surgery; Oral Surgery Associate Professor Source of Funds: MSRDP	\$ 30,000	---	\$ 30,000	\$ 30,000	\$ 3,500	\$ 33,500	5-1-79

THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT SAN ANTONIO

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
	<u>San Antonio Medical School</u>							
35.	Robert C. Franks (Tenure) Pediatrics Professor Source of Funds: Unallocated Salaries	\$ 38,700	\$ 8,800	\$ 47,500	\$ 42,000	\$ 8,000	\$ 50,000	6-1-79

REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 32-35). -- ~~Committee Chairman~~ Blumberg stated that all matters of the Academic and Developmental Affairs Committee were considered in open session and the recommendations had been approved without objection unless otherwise indicated. She filed the following report. There being no objection, the report was adopted:

Report

1. U. T. System: Docket No. 5 of the Chancellor of the System (Attachment No. 1)(Catalog Change). -- Committee Chairman Blumberg reported that no exception had been received to Docket No. 5 of the Chancellor of the System. At the meeting no objections were offered during the consideration of the Docket, and the Docket was unanimously approved in the form distributed by the Secretary. It is attached (Attachment No. 1) following Page 113 and made a part of these Minutes.

FILE NO. 0  
DOCUMENT      
REMARKS    

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.

*Free Student Service - 10 -*

2. U. T. Arlington: Establishment of \$25.00 Admissions/Evaluation Fee for All Prospective International Students Effective Spring Semester 1980 (Catalog Change). -- Upon the recommendation of President Nedderman and Chancellor Walker and without objection, approval was given to establish a \$25.00 Admissions/Evaluation Fee to be effective with the Spring Semester 1980 for all international students seeking admission to The University of Texas at Arlington. It was noted that admission applications for international students require rather extensive and specialized review because grading policies and transcript formats differ widely from those utilized by United States colleges and universities and take considerably longer periods of time for evaluation.

*-0-  
UT Sys.  
Fee -  
Foreign  
Students*

*-0-*  
FILE NO. 10  
DOCUMENT      
REMARKS    

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

*Fee, Medical Service - 10*

3. U. T. Arlington: Establishment of Requirement for International Students to Maintain Hospitalization Insurance Effective Fall Semester 1979 (Catalog Change). -- Without objection and upon the recommendation of President Nedderman and Chancellor Walker, the Academic and Developmental Affairs Committee approved the following effective with the Fall Semester 1979:

*-0-  
UT Sys.  
Fee -  
Foreign  
Students*

*-0-*  
FILE NO. 10  
DOCUMENT      
REMARKS    

- a. International students while enrolled at The University of Texas at Arlington will be required to maintain hospitalization insurance.



- b. Where there is no evidence of insurance enrollment by international students, U. T. Arlington is authorized to assess the premium enumerated for the U. T. Arlington Student Insurance Plan.

The next appropriate catalog published at U. T. Arlington will be amended to conform to this authorization.

4. U. T. Austin (School of Law): Establishment of Ben Gardner Sewell Professorship in Civil Trial Advocacy to be Supported by Gift and Commitment to Law School Foundation. -- Upon the recommendation of President Rogers and Chancellor Walker and without objection, the Ben Gardner Sewell Professorship in Civil Trial Advocacy was established for the School of Law of The University of Texas at Austin to be funded by the Law School Foundation and appointments thereto to be in accordance with the Regents' Rules and Regulations.

The Law School Foundation reports that the Professorship will be supported with a gift of \$20,000 in cash and a pledge of \$80,000 from Sewell, Junell and Riggs, Houston, Texas, to be paid in four annual equal installments beginning on or before July 1, 1980. A provision is included that ten percent of the net income will be returned to corpus annually as a hedge against inflation. The remaining income may be used for salary supplementation as well as research, research assistants and expenses incidental to establishing and maintaining clinical programs for instruction in civil trial work. The gift further provides that a room or office in the new Law Library be named in honor of Ben G. Sewell. Appointments to the Professorship will be made after it is fully endowed.

FILE NO. 1000  
DOCUMENT   
REMARKS

5. U. T. Austin: Appointment of Professors James Treece and Mark Yudof for Period September 1, 1979 to May 31, 1980 as Co-holders of James R. Dougherty Chair for Faculty Excellence, School of Law. -- Upon the recommendation of President Rogers and Chancellor Walker and without objection, Professors James Treece and Mark Yudof were appointed co-holders of the James R. Dougherty Chair for Faculty Excellence in the School of Law at The University of Texas at Austin for the period September 1, 1979 to May 31, 1980.

FILE NO. 1000  
DOCUMENT   
REMARKS

Both Professors Treece and Yudof have outstanding credentials as teachers and fulfill the criteria established for appointment to this Chair. Neither professor will receive any remuneration from the Chair during the period of appointment; however, Professor Yudof will concurrently hold an appointment to the John S. Redditt Professorship in State and Local Government.

6. U. T. Austin: Establishment of William B. Bates Chair for the Administration of Justice in School of Law to be Supported by Funds Provided by Law School Foundation. -- Upon the recommendation of President Rogers and Chancellor Walker, approval was given without objection to establish the William B. Bates Chair for the Administration of Justice in the School of Law at The University of Texas at Austin to be funded by the Law School Foundation and appointments thereto to be in accordance with the Regents' Rules and Regulations.

FILE NO. 1000  
DOCUMENT   
REMARKS

41 A. The Law School Foundation reports that this Chair will be supported by the bequest of \$400,000 under terms of the will of Benjamin Clayton and a gift of \$100,000 from the Hinshaw's Department Stores, Inc., Los Angeles, California, to the Law School Foundation with a total funding of \$500,000.

The funds for this Chair will be held in the Law School Foundation as specifically stated in Mr. Clayton's will. The \$100,000 from the Hinshaw's Department Stores, Inc., was initially given to U. T. Austin for the expressed purpose of completing the \$500,000 requirement for the William B. Bates Chair, and permission was requested and has now been granted from Hinshaw's to transfer that \$100,000 gift to the Law School Foundation so that the endowment for the Chair will be in a single account.

It was noted that Mr. Clayton has been a great benefactor of The University of Texas at Austin.

7. U. T. Austin: Establishment of Admission Fees for Public Entry to Texas Memorial Museum Effective August 1, 1979. -- In view of the fact that all state funding for the Texas Memorial Museum was vetoed by Governor Clements and additional funds are needed to operate the Museum on the campus of The University of Texas at Austin, President Rogers and Chancellor Walker recommended that effective August 1, 1979 there be authorized admission fees for public entry as follows:

- |  |               |                    |
|--|---------------|--------------------|
| a. Adults  | \$1.00        |                    |
| Elementary and Secondary age children  | .50           | FILE NO. <u>  </u> |
| Kindergarten and Pre-schoolers   | .25           | DOCUMENT <u>  </u> |
| Parents with their own children - maximum  | 2.50          | REMARKS <u>  </u>  |
| School groups  | .25 per child |                    |
|  | .50 per adult |                    |
| b. The University of Texas at Austin faculty and students be admitted free upon presentation of identification by virtue of University support of the facility and the payment of building use fees. |               |                    |
| c. One regular day (e.g. first Thursday) of each month be set aside for gratis admission to the public.  |               |                    |

A motion was made and duly seconded to approve the recommendation.

Vice-Chairman Law moved to amend the motion by having one regular day of each week where there would be gratis admission to the public. Regent Richards seconded the motion and the question recurred on the amendment and was adopted by unanimous vote.

The question was then put on the motion as amended and was approved without objection.

8. U. T. Austin: Amendment to Current Student Services Fee (Required) Effective 1979-80 (Catalog Change). --The Administration reported that (a) the 66th Legislature through H. B. 1389 repealed the statute that authorized collection of a \$15.00 Medical Services Fee from each student; (b) it is the opinion of the Office of General Counsel that collection of the required Hospital Fee for U. T. Austin under Section 67.21(b), Texas Education Code is called into question by this same legislative action; and (c) House Bill 1389 does, however, authorize the inclusion of a fee for "...health and hospital services, medical services...." as a part of the Student Services Fee, with the fee to be charged on a credit hour basis rather than on a per student basis.

FILE NO. MA<sup>(11)</sup>  
DOCUMENT \_\_\_\_\_  
REMARKS \_\_\_\_\_

Based upon this legislation, President Rogers and Chancellor Walker recommended that the Student Services Fee (Required) at The University of Texas at Austin be amended effective with the 1979-80 academic year by increasing the Student Services Fee from \$2.40 per semester credit hour to \$4.94 per semester credit hour. This fee will increase from \$28.80 to \$59.28 for full-time students per semester or summer term.

After discussion and assurance, in response to Regent Law's inquiry about student input, that this increase had been reviewed and recommended by the Student Services Fee Committee at U. T. Austin, the amendment was adopted without objection. Below is a Schedule of the Student Services Fees (Required):

**SCHEDULE OF STUDENT SERVICES FEES (REQUIRED)**  
Effective 1979-80

- a. Student Services Fee (Required). --  
The Student Services Fee (Required) at The University of Texas at Austin was set at \$4.94 per semester credit hour with a maximum of \$59.28 per full-time student per semester or summer term (this includes the medical fee of \$2.13 per semester credit hour for medical services).\*

The Student Services Fee (Required) will support the following activities:

- (1) Students' Attorney
- (2) Student Health Center (formerly Hospital Fee and Medical Services Fee)
- (3) Recreational Sports
- (4) Shuttle Bus Service
- (5) The Daily Texan
- (6) Student Activities Office (formerly part of Student Government)
- (7) Senior Cabinet
- (8) Ombudsman Supplement

Specific budgetary allocations will be submitted with the regular budget for Regental approval.

\*Increased.

b. Other Student Services Fee (Required)

	Summer Session			Long- Session Semester
	6 weeks or less	9 weeks	12 weeks	
(1) Hospital Fee	(Included in Student Services Fee)			
(2) Medical Services Fee	(Included in Student Services Fee)			
(3) Texas Union Fee*	\$5.00	\$10.00	\$10.00	\$10.00

\*The \$10.00 Texas Union Fee includes the \$7.00 fee authorized in April 1978 plus \$3.00 special fee under bond resolution.

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

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 36 - 53 ) --  
Committee Chairman Law stated that all items in the Buildings and Grounds  
 Committee were considered in open session. He submitted the following  
 report which was adopted without objection:

Report

The Buildings and Grounds Committee met and completed its business on  
 Wednesday afternoon, July 25, 1979.

Committee Chairman Law opened the meeting with the statement that for  
 some time he and other members of the Board had felt the need for addi-  
 tional information relating to source, availability and priority for funding  
 recommended building projects. He had conferred with Chancellor  
 Walker, Vice Chancellor Boyd and Director Kristoferson and said that  
 he was happy to report that some of this information had been submitted  
 to him for the items to be considered at this meeting and that for the next  
 meeting this type of information would routinely be included with the  
 recommendations submitted to the Board.

The following items were considered and approved without objection unless  
 otherwise indicated:

1. U. T. Austin - Brackenridge-Deep Eddy Apartments (Housing Units) -  
 Proposal for Phased Demolition: Decision Postponed to October 1979  
 Meeting: Authorization to Continue Leasing Units Through August 1980. --  
 Noting that there were several guests in the audience who were present  
 because of a special interest in Item No. 22 on the printed Agenda  
 (U. T. Austin - Brackenridge-Deep Eddy Housing Units: Discussion  
 and Recommendation), Committee Chairman Law in the interest of  
 economy of time asked that this item be considered first.

He expressed appreciation on behalf of the members of the Board for  
 the interest so many had shown in this matter by means of very  
 thoughtful and courteous letters - not antagonistic but very appealing.

Committee Chairman Law read the following recommendations sub-  
 mitted to the Committee by President Rogers and Chancellor Walker  
 in the Material Supporting the Agenda. He emphasized that the reasons  
 for the proposal to demolish the housing units were not, as rumored,  
 to make the location available for a more profitable private development:

"It is recommended by President Rogers and Chancellor  
 Walker that the Board:

- a. Authorize plans for the phased out demolition of  
 the Brackenridge-Deep Eddy housing units to be  
 completed by September, 1980. To this end:

- (1) Effective immediately, new contracts for  
 these units will not be issued and contracts  
 of current residents will not be renewed  
 to extend beyond August 31, 1980.
- (2) Effective September 1, 1979, a policy of  
 consolidation of apartment assignments  
 will be followed whenever feasible so that  
 phased demolition of vacant buildings can  
 be carried out during the next 12 months.

FILE NO. 200  
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- b. Authorize the Division of Housing and Food Service to give priority consideration to placing dislocated residents in U. T. Austin permanent housing if requested or otherwise assist these occupants in finding suitable housing through the Off-Campus Housing Listing Service.
- c. Authorize the Office of Student Financial Aid to assist occupants with fiscal hardships resulting from relocation and loss of low income housing to the extent possible within available financial aid resources.
- d. Authorize the U. T. Austin administration and the Office of Facilities Planning and Construction to continue their study of alternatives for providing additional married student housing at rates which are competitive in the Austin market. "

Committee Chairman Law called for discussion.

Ms. Kelly Sáenz, representing the Brackenridge/Deep Eddy Neighborhood Council, was recognized. She briefly outlined an in-depth comprehensive report which the Council had distributed at the meeting to the members of the Board together with an updated sheet that listed the recommendations of the Council. (A copy of this report and updated sheet are in the Secretary's files.)

After a lengthy discussion, Regent Sterling moved that the recommendations as presented by President Rogers and Chancellor Walker be approved. This motion died for want of a second.

Following further discussion into which all Regents entered, and based on a motion by Regent Newton with amendments proposed by other Regents and accepted by Regent Newton, it was finally moved and duly seconded that:

- a. Consideration of the Brackenridge-Deep Eddy Apartments (Housing Units) at The University of Texas at Austin be deferred until the Regents' meeting on October 11-12, 1979, and that System Administration be instructed to submit the following reports:
  - (1) the cost to build new married student housing; how it would be financed, and what the rent would be to the students for the new apartments
  - (2) the cost to renovate the existing units up to safety standards for a 7-15 year life expectancy in a condition acceptable to the Board of Regents and what the rental rates would be
  - (3) the cost to renovate the existing units and what this renovation would include to bring up to safety standards so that the rent would not be more than \$85 for a one-bedroom unit and \$175 for a two-bedroom unit
- b. In no event shall the units be demolished before August 31, 1980
- c. President Rogers be authorized to instruct the staff at U. T. Austin to enter into rental contracts for these units that will not extend beyond August 31, 1980

- d. President Rogers be authorized to instruct the Fire Marshall to prepare a certified report on the needs to bring these units up to safety standards and that any fire hazards be corrected promptly

Without objection, the Buildings and Grounds Committee unanimously approved this motion.

Upon inquiry of Kelly Sáenz, Committee Chairman Law assured her that the students would have opportunity for input into the reports requested.

2. U. T. Arlington - Carlisle Hall - Exterior Masonry Repair: Authorization for Repairs, Completion of Project and Appropriation Therefor. -- Without objection, and upon the recommendation of President Nedderman and Chancellor Walker, the Buildings and Grounds Committee:

- a. Authorized repairs to exterior masonry on Carlisle Hall (an eight story faculty office building completed in 1969) at The University of Texas at Arlington at an estimated total project cost of \$95,000
- b. Authorized preparation of final plans and specifications to complete the project through all necessary actions by U. T. Arlington Administration and the Physical Plant Department with its own forces or through contract services in consultation with the Office of Facilities Planning and Construction
- c. Appropriated \$95,000 from Unexpended Unappropriated Plant Funds for the total cost of this work  
(Source of Funds: Interest on Construction Funds)

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3. U. T. Arlington - Pedestrian Bridge Over Mitchell Street: Approval of Final Plans; Authorization to Advertise for Bids Subject to Coordinating Board Approval; Authorization for U. T. Arlington Administration to Award Construction Contract and for Additional Appropriation. -- Upon the recommendation of President Nedderman and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Approved the final plans and specifications for the Pedestrian Bridge over Mitchell Street at The University of Texas at Arlington as prepared by the Project Architect, Mikusek-Marsee & Associates, Arlington, Texas, at an estimated total project cost of \$220,000
- b. Subject to approval of the project by the Coordinating Board, Texas College and University System, authorized the U. T. Arlington Administration to advertise for bids and award the construction contract for the bridge within appropriated funds
- c. Appropriated \$208,000 from ad valorem tax proceeds to provide for the estimated total project cost, \$12,000 having been previously appropriated from this same source

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4. U. T. Arlington - Renovation of Science Building: Authorization for Project: Appointment of Albert S. Komatsu & Associates, Fort Worth, Texas. Project Architect; and Appropriation Therefor. -- Based on the recommendations of President Nedderman and Chancellor Walker and without objection, the Buildings and Grounds Committee:

- a. Authorized the Renovation of the Science Building (built in 1948 and expanded in early 1960's) at The University of Texas at Arlington at an estimated total project cost of \$3,377,484
- b. Appropriated \$3,377,484 from Legislative Appropriations for the total project cost

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From a list of proposed architects submitted by the Administration, and upon motion of Regent Blumberg, duly seconded, the firm of Albert S. Komatsu & Associates, Fort Worth, Texas, was appointed Project Architect for this project and authorized to prepare preliminary plans and a cost estimate to be presented to the Board of Regents for consideration at a future meeting.

5. U. T. Austin - *Animal Care Facility* Animal Resources Center - Completion of Project - Humidity Control Improvements: Approval of Final Plans; Authorization to Advertise for Bids and Award Contract; and for Funding. -- The Administration reported that following the initiation of research experimentation in the Animal Resources Center at The University of Texas at Austin (completed and occupied in the summer of 1977) it had become apparent that certain sensitive scientific programs at the Center required greater humidity control than was provided in the original design criteria. Hence, the U. T. Austin Physical Plant Division, in consultation with the Office of Facilities Planning and Construction had employed a professional mechanical consultant, E. G. Bloomquist and Associates, Austin, Texas, to prepare plans and specifications for a humidity control improvements project for this Center.

Following a discussion and upon the recommendation of President Rogers and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Approved the final plans and specifications for humidity control improvements which will complete the U. T. Austin Animal Resources Center at an estimated total cost of \$225,000 including equipment, fees and miscellaneous expenses
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids and authorized the U. T. Austin Administration to make the contract award
- c. Approved funding of the improvements in the amount of \$225,000 which is available within previously appropriated funds for this center (Source of Funds: Permanent University Fund Bond Proceeds)

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6. U. T. Austin - College of Fine Arts and Performing Arts Center: Award of Contract for Movable Shelving to Library Bureau, Herkimer, New York. -- Without objection, and upon the recommendation of President Rogers and Chancellor Walker, a contract for movable shelving for the College of Fine Arts and Performing

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Arts Center at The University of Texas at Austin was awarded to the lowest responsible bidder as set out below:

Library Bureau  
Herkimer, New York

Base Proposal "17", Music  
Building and Recital Hall  
(Metal Movable Shelving) \$21,607

The funds necessary to cover this contract award are available in the Furniture and Equipment Account. (Source of Funds: Available University Fund and Permanent University Fund Bond Proceeds)

- 7. U. T. Austin - College of Fine Arts and Performing Arts Center - Landscape Planting and Irrigation - Segment A Site Development: Award of Contract to Landscape Design and Construction, Inc., Dallas, Texas. -- Upon the recommendation of President Rogers and Chancellor Walker, the Buildings and Grounds Committee without objection awarded a construction contract for Landscape Planting and Irrigation - Segment A Site Development of The University of Texas at Austin College of Fine Arts and Performing Arts Center to the lowest responsible bidder as set out below:

✓ Landscape Design and Construction, Inc.  
Dallas, Texas

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Base Bid \$161,676

Funds to cover this contract award, fees and miscellaneous expenses are available within project funds previously appropriated. (Source of Funds: Permanent University Fund Bond Proceeds and Available University Fund)

Additional segments of landscape planting and irrigation for the remainder of the site work will be presented at a future meeting of the Board of Regents.

- 8. U. T. Austin (School of Communication) - Communications Building A: Authorization for Remodeling of Certain Space, for Preparation of Final Plans and for Appropriation. -- Without objection, and upon the recommendation of President Rogers and Chancellor Walker, the Buildings and Grounds Committee:

- a. Authorized modification of Communications Building A at The University of Texas at Austin at an estimated total project cost of \$90,000 by remodeling the space vacated as a result of the relocation of the School of Communications Branch Library to the Perry-Castañeda Library to provide additional faculty offices as well as to centralize office space for the Dean's staff

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- b. Authorized preparation of final plans and specifications and completion of the project through all necessary actions by U. T. Austin Administration and the Physical Plant Department with its own forces or through contract services in consultation with the Office of Facilities Planning and Construction

- c. Appropriated \$90,000 from Account No. 36-0678-7900 - Allocation for Building and Laboratory Modification and Updating Teaching and Laboratory Equipment - for the total cost of this work (Source of Funds: Available University Fund)
9. U. T. Austin - Experimental Science Building - Improvements to Fifth Floor for Department of Microbiology: Authorization for Improvements, Completion of Project and Appropriation Therefor. -- Upon the recommendation of President Rogers and Chancellor Walker, the Buildings and Grounds Committee without objection:
- a. Authorized Improvements (involving changes in partitions and laboratory casework with associated utilities) to the Fifth Floor of the Experimental Science Building (previously occupied by the Department of Chemistry which is now in Welch Hall) for the Department of Microbiology at The University of Texas at Austin at an estimated total project cost of \$200,000
- b. Authorized preparation of final plans and specifications and completion of the project through all necessary actions by U. T. Austin Administration and the Physical Plant Department with its own forces or through contract services in consultation with the Office of Facilities Planning and Construction
- c. Appropriated \$200,000 from Account No. 36-0678-7900 - Allocation for Building and Laboratory Modification and Updating Teaching and Laboratory Equipment - for the total cost of this work (Source of Funds: Available University Fund)
10. U. T. Austin - School of Social Work Building: Authorization for Improvements, Completion of Project and Appropriation. -- Following a brief discussion, and upon the recommendation of President Rogers and Chancellor Walker, the Buildings and Grounds Committee without objection:
- a. Authorized modification of the School of Social Work Building at The University of Texas at Austin at an estimated total cost of \$102,000 by remodeling the space vacated by the relocation of the School of Social Work Branch Library to the Perry-Castaneda Library to provide needed office and seminar space and classroom facilities
- b. Authorized preparation of final plans and specifications and completion of project through all necessary actions by U. T. Austin Administration and the Physical Plant Department with its own forces or through contract services in consultation with the Office of Facilities Planning and Construction
- c. Appropriated \$102,000 from Account No. 36-0678-7900 - Allocation for Building and Laboratory Modification and Updating Teaching and Laboratory Equipment - for the total cost of this work (Source of Funds: Available University Fund)

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11. U. T. Austin - Remodeling of Texas Union West - Report and Conclusions of Hearing Officer, Mr. O. F. Jones, Jr., Austin, Texas, on Claim of Anken Construction Company, Inc., Austin Texas: Claim Denied. --A report of the hearing officer relating to a claim of Anken Construction Company, Inc., Austin, Texas, was distributed at the meeting. After due consideration and upon motion of Regent Sterling, seconded by Regent Richards, and without objection, the claim of Anken Construction Company, Inc., the prime contractor for the Texas Union West at The University of Texas at Austin in the amount of \$98,857.21 for adjustment of unit prices in the contract was denied based upon the report and conclusions of the hearing officer, Mr. O. F. Jones, Jr., Austin, Texas. (A copy of this Report is in the Secretary's files.)

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12. U. T. Austin - Townes Hall (Law School Building) <sup>Expansion</sup> Alterations and Additions: Award of Contracts (a) to Blind Supply, Inc., Richardson, Texas, for Window Blinds and (b) to Rockford Furniture & Carpets, Inc., Austin, Texas, for 260 Wood Bookcases. --By separate motions and upon the recommendation of President Rogers and Chancellor Walker, the Buildings and Grounds Committee without objection awarded contracts for furniture and furnishings for the Alterations and Additions to Townes Hall (Law School Building) at The University of Texas at Austin to the lowest responsible bidders as set out below:

- a. ✓ Blind Supply, Inc.  
Richardson, Texas

Base Proposal "A"  
(Window Blinds - Bali Blinds) \$15,416.86

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- b. ✓ Rockford Furniture & Carpets, Inc.  
Austin, Texas

Base Proposal "C"  
260 Wood Bookcases \$36,854.00

The funds necessary to cover these contract awards are available in the Furniture and Equipment Account. (Source of Funds: Permanent University Fund Bond Proceeds)

13. U. T. Austin - McDonald Observatory - Visitors Information Center: Award of Contract to R. R. Construction Company, Fort Stockton, Texas, and Appropriation Therefor: Approval of Inscription for Plaque. --Without objection and upon the recommendation of President Rogers and Chancellor Walker, the Buildings and Grounds Committee:

- a. Awarded the construction contract for the Visitors Information Center at McDonald Observatory of The University of Texas at Austin to the lowest responsible bidder, R. R. Construction Company, Fort Stockton, Texas, in the amount of the base bid of \$167,500

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- b. Authorized a total project cost of \$263,000 to cover the building construction contract award, road relocation, movable furnishings and equipment, landscaping, fees and related project expenses

- c. Appropriated funds in the amount of \$263,000 from Permanent University Fund Bond Proceeds to provide for the total project cost
- d. Approved the inscription as set out below for the plaque to be placed on the Center:

## VISITORS INFORMATION CENTER

1979

## BOARD OF REGENTS

Dan C. <u>Williams</u> , Chairman ✓	E. D. Walker
Thos. H. <u>Law</u> , Vice-Chairman ✓	Chancellor, The University of Texas System
Jane Weinert <u>Blumberg</u> ✓ (Mrs. Roland K.)	Lorene L. Rogers
Sterling H. <u>Fly</u> , Jr., M.D. ✓	President, The University of Texas at Austin
Jess <u>Hay</u> ✓	
Jon P. <u>Newton</u> ✓	Dale E. Selzer Associates
James L. <u>Powell</u> ✓	Project Architect
Howard N. <u>Richards</u> ✓	
Walter G. <u>Sterling</u> ✓	R. R. Construction Company
	Contractor

(This inscription follows the standard pattern approved by the Board of Regents at its June 1, 1979 meeting.)

14. U. T. Dallas - Student Union Building (Initial Phase): Inscription on Plaque. -- Without objection, and upon the recommendation of the Administration, the following inscription was approved for the plaque to be placed on the Student Union Building (Initial Phase) at The University of Texas at Dallas. This inscription follows the standard pattern approved by the Board of Regents at its meeting on June 1, 1979:

## STUDENT UNION

1979

## BOARD OF REGENTS

Dan C. <u>Williams</u> , Chairman ✓	E. D. Walker
Thos. H. <u>Law</u> , Vice-Chairman ✓	Chancellor, The University of Texas System
Jane Weinert <u>Blumberg</u> ✓ (Mrs. Roland K.)	Bryce Jordan, President
Sterling H. <u>Fly</u> , Jr., M.D. ✓	The University of Texas at Dallas
Jess <u>Hay</u> ✓	
Jon P. <u>Newton</u> ✓	Fisher and Spillman, Architects, Inc.
James L. <u>Powell</u> ✓	Haywood Jordan McCowan, Inc.
Howard N. <u>Richards</u> ✓	Associated Architects
Walter G. <u>Sterling</u> ✓	Project Architect
	Kugler-Morris General Contractors, Inc.
	Contractor

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*Expansion*

15. U. T. El Paso - Renovation of Miner's Hall for General Classroom and Office Use: Authorization for Project; Appointment of Foster, Henry, Henry & Thorpe, El Paso, Texas, Project Architect; and Appropriation for Project Funding. -- Upon the recommendation of President Templeton and Chancellor Walker and without objection, the Buildings and Grounds Committee:

a. Authorized Renovation of Miner's Hall (a former three-story dormitory) at The University of Texas at El Paso to meet current safety codes and to be used as a general classroom and office building at an estimated total project cost of \$705,000

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b. Appropriated \$705,000 from Legislative appropriations for the total project cost

From a list of proposed architects submitted by the Administration, and upon motion of Regent Richards, duly seconded, the firm of Foster, Henry, Henry & Thorpe, El Paso, Texas, was appointed Project Architect to prepare preliminary plans and cost estimate to be presented to the Board of Regents for consideration at a future meeting.

16. U. T. El Paso - Expansion of Union Facilities: Approval of Final Plans for Addition and Remodeling and Authorization to Advertise for Bids. -- At the request of Committee Chairman Law, Director Kristoferson presented a rendering of the proposed Expansion of Union Facilities at The University of Texas at El Paso.

Following a brief discussion, and upon the recommendation of President Templeton and Chancellor Walker, the Buildings and Grounds Committee without objection:

a. Approved the final plans and specifications for the Expansion of Union Facilities at The University of Texas at El Paso as prepared by Garland and Hilles, El Paso, Texas, Project Architect, at an estimated total project cost of \$4,000,000 (Source of Funds: Tuition Revenue Bonds)

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(This expansion includes an addition to Union East of approximately 50,300 gross square feet and minor remodeling of approximately 26,700 square feet of existing facilities. It will more than double the existing food service space and bookstore facilities and provide space for a new Post Office, Student Publication Facilities and additional meeting rooms and office space.)

b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented to the Board of Regents for consideration at a future meeting

17. U. T. San Antonio - Classroom and Office Building and Addition to Arts Building (Phase II Buildings): Authorization to Complete Shelled Space, Submit Project to Coordinating Board, and Advertise for Bids Subject to Coordinating Board Approval. --The Administration reminded the Committee that when the construction contract for the Classroom and Office Building and Addition to Arts Building (Phase II Buildings) at The University of Texas at San Antonio was awarded in June 1977, lack of funds had made it necessary to shell certain portions of these two buildings for completion at a later date. With completion of the Phase II Buildings scheduled for late 1979, the Administration submitted plans to activate the completion of this shelled space.

Following a brief discussion, and upon the recommendation of President Wagener and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Authorized the Administration of U. T. San Antonio, the Project Architect, Bartlett Cocke & Associates, Inc., in association with Frank M. Valdez & Associates, San Antonio, Texas, and the Office of Facilities Planning and Construction to make a final review of the approved final plans for completing the shelled space in the Classroom and Office Building and Addition to Arts Building (Phase II Buildings) at U. T. San Antonio in anticipation of bidding the completion of the project which is currently estimated at a total project cost of \$6,400,000
- b. Authorized submission of the project to the Coordinating Board, Texas College and University System.
- c. Upon completion of final review of the plans and specifications, and subject to Coordinating Board approval, authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented to the Board of Regents for consideration at a future meeting

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It was pointed out that additional cost escalation is anticipated prior to the bidding of this project which could affect the currently estimated total project cost.

18. U. T. San Antonio - Additional Surface Parking: Report of Coordinating Board Approval: Confirmation of Contract Award to KAS Construction Co., Richardson, Texas; and Approval of Total Project Cost Therefor. --The Administration reported that the Coordinating Board, Texas College and University System had approved the Additional Surface Parking project for The University of Texas at San Antonio at its January 1979 meeting and that subsequently, in accordance with authorization by the Board of Regents at its meeting on December 1, 1978, a construction contract had been awarded.

Following a brief discussion and upon the recommendation of President Wagener and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Confirmed the action of the U. T. San Antonio Administration in awarding the construction contract for Additional Surface Parking (493 cars) at The University of Texas at San Antonio to the lowest responsible

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bidder, KAS Construction Co., Richardson, Texas, as follows:

Base Bid and  
Alternate No. 1 - \$319,541

- b. Approved a total project cost of \$364,000 for the 493 cars rather than the original project cost of \$400,000 for 500 cars to cover the construction contract award, security lighting, landscaping, fees and miscellaneous expenses (Source of Funds: General Use Fee)

19. Galveston Medical Branch (Galveston Medical School) - Remodeling of Animal Care Facilities in Surgical Research Building: Award of Contract to Don Tarpey Construction Company, Texas City, Texas, and Appropriation of Funds for Total Project. -- The Administration reported that although the Board of Regents had authorized (July 1977 meeting) the Galveston Medical Branch Administration to complete the Remodeling of the Animal Care Facilities in the Surgical Research Building at the Galveston Medical School, this had not been done since the bids for the project were in excess of the original estimated construction cost. A tabulation of the bids received was presented to the Board.

Following a discussion, and upon the recommendation of President Levin and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Authorized the Galveston Medical Branch Administration to award a construction contract for Remodeling of Animal Care Facilities in the Surgical Research Building at the Galveston Medical School, The University of Texas Medical Branch at Galveston, to the lowest responsible bidder, Don Tarpey Construction Company, Texas City, Texas, in the amount of \$551,888
- b. Approved a revised total project cost of \$600,000 (originally estimated at \$375,000) to cover the building construction contract award, fees and related project expenses
- c. Appropriated funds in the amount of \$600,000 from the following sources to provide for the total project cost:

\$100,000 - Federal Educational Support Grant (Capitation)

\$500,000 - Medical Branch Unexpended Plant Funds -  
Project Allocation

20. Galveston Medical Branch (Galveston Medical School) - Remodeling and Addition to Department of Pharmacology Building: Authorization for Project and Submission to Coordinating Board: Appointment of Louis Lloyd Oliver and Tibor Bierman, Architects, Galveston, Texas, Project Architect; and Appropriation Therefor. -- In order to continue current programs and provide for additional Pharmacology/Toxicology programs at the Galveston Medical School, the Administration submitted recommendations for the remodeling of and an addition to the Pharmacology Department Building.

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President Levin and Chancellor Walker recommended and the Buildings and Grounds Committee without objection:

- a. Authorized that the Pharmacology Building at the Galveston Medical School of The University of Texas Medical Branch at Galveston be remodeled and that there be an addition of approximately 16,000 square feet at an estimated total project cost of \$2,500,000, and authorized submission of the project to the Coordinating Board, Texas College and University System
- b. Appointed Louis Lloyd Oliver and Tibor Beerman, Architects, Galveston, Texas (the project architect for the original Pharmacology Building) Project Architect to prepare preliminary plans and cost estimate
- c. Appropriated \$2,500,000 from Medical Branch Unappropriated Balances for total estimated project cost (Source of Funds: Income from Hospital)

21. Galveston Medical Branch (Galveston Hospitals) - Renovation and Addition to Graves Hospital (Psychiatric Hospital): Approval of Final Plans and Authorization to Advertise for Bids. -- A rendering of the proposed Renovation and Addition to Graves Hospital (Psychiatric Hospital) at The University of Texas at Galveston was presented by Director Kristoferson.

Following a brief discussion, and upon the recommendation of President Levin and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Approved the final plans and specifications as prepared by the Project Architect, Koetter, Tharp, Cowell and Bartlett, Houston, Texas, for the Renovation and Addition to Graves Hospital (Psychiatric Hospital) at The University of Texas Medical Branch at Galveston (Galveston Hospitals) at an estimated total project cost of \$6,466,000
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented to the Board of Regents for consideration at a future meeting

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The source of funds for this project will be Permanent University Fund Bond Proceeds and Income from Hospital.

22. Galveston Medical Branch (Galveston Hospitals) - Remodeling of Existing John Sealy Hospital (Original Building) - Remodeling of Dietary Areas, Stage 1: Award of Contract to John Gray Company, Inc., Galveston, Texas, and Appropriation Therefor. -- A tabulation of the bids received for the Remodeling of Dietary Areas, Stage 1; in the original building of the John Sealy Hospital at The University of Texas Medical Branch at Galveston was distributed. System Administration advised the members of the Board of Regents that in addition to the two bids included in the tabulation, a bid had been received but not accepted from Wexford Construction Company, Houston, Texas, because this bid had been received

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by the official clock two minutes after the posted closing time for receiving bids. The request of Wexford Construction Company that the Board of Regents consider this bid was presented, but it was the consensus of the committee that the integrity of the bidding procedure should be maintained and the contract should be awarded to the lowest responsible bidder who bid within the framework of the invitation to bid.

Whereupon, the Buildings and Grounds Committee without objection:

- a. Awarded a construction contract for Remodeling of Dietary Areas, Stage 1 in the Original Building of the John Sealy Hospital at The University of Texas Medical Branch at Galveston (Galveston Hospitals) to the lowest responsible bidder, John Gray Company, Inc., Galveston, Texas, in the amount of the base bid of \$267, 837
- b. Authorized a total project cost of \$369, 874 to cover the construction contract award, equipment, air balancing, fees and related project expenses
- c. Appropriated funds in the amount of \$369, 874 from Medical Branch Unexpended Plant Funds - Project Allocation to provide for the total project cost

23. Galveston Medical Branch (Galveston Hospitals) - Texas Department of Corrections Hospital: Appointment of Committee to Award Construction Contract for Hospital Building. -- System Administration reported that the bid opening for the award of a construction contract for the Texas Department of Corrections Hospital at The University of Texas Medical Branch at Galveston had been set for September 13. Since the next Board meeting is not until October 11-12, 1979, and time is of the essence, President Levin and Chancellor Walker recommended that the following committee be appointed to award the construction contract within the funds for the project (\$40, 000, 000 Legislative appropriation):

Committee Chairman Law  
Regent Richards  
Chancellor Walker

Vice Chancellor Boyd  
Director Kristoferson  
President Levin

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This recommendation was approved without objection.

The results of the Committee's action will be reported to the Board of Regents at the October 1979 meeting.

24. Galveston Medical Branch - New Physical Plant Building, Phase I: Authorization for Project and Submission to Coordinating Board; Appointment of Louis Lloyd Oliver and Tibor Beerman, Architects Galveston, Texas, Project Architect; and Appropriation Therefor. -- Pointing out that the Physical Plant Department of the Galveston Medical Branch is currently housed in seven buildings widely scattered about the campus, the Administration submitted recommendations for the consolidation of the Physical Plant operations into a central location thereby removing Physical Plant services from areas vitally needed for hospital and other purposes.

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The recommendations were considered, and the Buildings and Grounds Committee without objection:

- a. Authorized construction of the Phase I Building for the Physical Plant Department at The University of Texas Medical Branch at Galveston at an estimated total project cost of \$2,500,000 and submission of the project to the Coordinating Board, Texas College and University System
- b. Appropriated \$2,500,000 from Medical Branch Unappropriated Balances for the total estimated project cost (Source of Funds: Income from Hospital)

A list of proposed architects for this project had been submitted by the Administration. Upon motion of Regent Sterling, duly seconded, the firm of Louis Lloyd Oliver and Tibor Beerman, Architects, Galveston, Texas, was designated Project Architect to prepare preliminary plans and cost estimate to be presented to the Board of Regents for consideration at a future meeting.

It was noted that requests for additional phases will be made in the future as funds become available.

25. Houston Health Science Center - Flood Protection Project; Award of Contract to Peltier Brothers Construction, Inc., Houston, Texas, and Appropriation Therefor. -- Upon the recommendation of President Bulger and Chancellor Walker and without objection, the Buildings and Grounds Committee:

- a. Awarded a construction contract for the Flood Protection Project at The University of Texas Health Science Center at Houston to the lowest responsible bidder, Peltier Brothers Construction, Inc., Houston, Texas, in the amount of the base bid of \$213,800

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(To meet the requirements of the Texas Medical Center Flood Control Plan, this project provides earth berms, concrete retaining walls and back-water valves with an internal pumping system to protect the Graduate School of Biomedical Sciences, the adjacent electrical substation serving the School of Public Health, and the Speech and Hearing Institute building.)

- b. Authorized a total project cost of \$230,000 to cover the construction contract award, fees and related project expenses
- c. Appropriated funds in the amount of \$230,000 for the total project funding from Houston Health Science Center Unexpended Plant Funds to be refunded after receipt of applicable federal disaster relief funds

- Housing*
26. Houston Health Science Center - Student/Faculty Apartment Project: Report of Preliminary Studies; Subject to Approval of Coordinating Board and Bond Counsel - Authorization for Project: Approval of Site: Appointment of Page Southerland Page, Architects-Engineers, Houston, Texas, Project Architect to Prepare Final Plans; and Appropriation Therefor. --At the request of Committee Chairman Law, Director Kristoferson introduced Mr. Acree Carlisle, representing the firm of Page Southerland Page, Architects-Engineers, Houston, Texas. Mr. Carlisle outlined the preliminary studies and plans which had been conducted and prepared by his firm with respect to a proposed student housing project at The University of Texas Health Science Center at Houston (feasibility study authorized January 1978, updated May 1979). The housing facilities are proposed in a mix of 300 one-bedroom/one-bath and 200 two-bedroom/two-bath units with 672 square feet and 960 square feet, respectively, and corresponding monthly rentals of \$235 and \$336. Mr. Carlisle indicated that this mix was subject to change since there was consideration being given to the possibility of making some of the units into three-bedroom apartments. Tenants will be expected to pay their electricity bills in all units.

Following a lengthy discussion and question and answer period, and upon motion of Regent Sterling, seconded by Regent Fly, the Buildings and Grounds Committee without objection:

- a. Authorized construction of 500 Student/Faculty Apartments for the Houston Health Science Center at an estimated total project cost of \$11,500,000 (includes interim financing) subject to approval of Coordinating Board, Texas College and University System (This project is to include parking for 746 cars, landscaping, 4 lighted tennis courts, 2 swimming pools, a recreation building, a leasing office, laundromat facilities, a transportation and maintenance shop and a day-care center.)
- b. Approved the site selected for the apartments which will use approximately 20 acres of the 100-acre University property located about 1.6 miles south of the Texas Medical Center in Houston
- c. Appointed Page Southerland Page, Architects-Engineers, Houston, Texas, Project Architect with authorization to prepare final plans and with authorization to Chairman Williams and Chancellor Walker to negotiate with this firm with respect to the architect's fees should costs escalate to the extent the project could not be built
- d. Appropriated \$475,000 from Unallocated Plant Funds for fees and related project expenses through completion of final plans (These funds are to be replaced out of proceeds from sale of bonds.)

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DOCUMENT ✓  
REMARKS —

It was noted that the estimated total project cost of \$11,500,000 does not include furnishings or escalation beyond October 1979.

27. Houston Health Science Center and University Cancer Center - Remodeling of Prudential Building: Award of Contracts to:  
 (a) Custom Drapery Co., Inc., Houston, Texas for Window Blinds (Base Proposal "A") and (b) to Central Distributing Company, San Antonio, Texas, for Lecture Hall Seating (Base Proposal "B"). -- Upon recommendation of President Bulger and Chancellor Walker and without objection, the Buildings and Grounds Committee awarded contracts for furniture and furnishings for the Remodeling of the Prudential Building (The University of Texas Health Science Center at Houston and The University of Texas System Cancer Center) to the lowest responsible bidders as set out below:

- a. ✓ Custom Drapery Co., Inc.  
Houston, Texas

Base Proposal "A" - Window  
Blinds

\$ 8,848.66

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DOCUMENT ✓  
REMARKS

- b. ✓ Central Distributing Company  
San Antonio, Texas

Base Proposal "B" - Lecture  
Hall Seating

\$50,159.00

The funds necessary to cover these contract awards are available in the Furniture and Equipment Account. (Source of Funds: Legislative Appropriation)

28. San Antonio Health Science Center - Building Expansion - Library Building: Authorization for Project: Appointment of Phelps & Simmons & Garza and Bartlett Cocke & Associates, Inc., San Antonio, Texas, Project Architect; and Appropriation Therefor. -- The Administration reported that the 66th Legislature of the State of Texas had recognized the need for a new library at The University of Texas Health Science Center at San Antonio and had appropriated \$9,500,000 for Building Expansion - Library Building to include: ✓

- a. Stack space for approximately 200,000 volumes
- b. Reader space for approximately 1,000 users of the facility at one time
- c. Offices, work space and storage space for library personnel to properly support the facility
- d. Sublevel parking space to partially replace the existing parking lot now on the site, if deemed feasible and cost effective by the project architects and the University

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REMARKS

The recommendations of President Harrison and Chancellor Walker were presented, and the Buildings and Grounds Committee without objection:

- a. Authorized construction of a new Library Building at The University of Texas Health Science Center at San Antonio at an estimated total project cost of \$9,500,000

- b. Appropriated \$9,500,000 available on September 1, 1979 by H.B. 558, Acts of the 66th Legislature for the building expansion at the San Antonio Health Science Center for the total estimated project cost

From a list of proposed architects submitted by the Administration, and upon motion of Regent Richards, duly seconded, the firms of Phelps & Simmons & Garza and Bartlett Cocke & Associates, Inc., San Antonio, Texas, were appointed Project Architect to prepare preliminary plans and cost estimate to be presented to the Board of Regents for consideration at a future meeting.

29. San Antonio Health Science Center - Expansion of Basic Science Teaching Space - Completion of Shelled Floors: Award of Contract to Century Builders, San Antonio, Texas. -- Upon recommendation of President Harrison and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Awarded a construction contract for completion of shelled floors for the San Antonio Health Science Center Expansion of Basic Science Teaching Space at The University of Texas Health Science Center at San Antonio as follows:

✓ Base Bid	\$ 3,399,000
Additive Alternates:	
Finish Third Level	141,000
Finish Fourth Level	108,000
New Passage to Dental Building	<u>134,000</u>
Total Contract Award	\$ <u>3,782,000</u>

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REMARKS \_\_\_\_\_

- b. Authorized a total project cost of \$4,226,991.54 to cover the construction contract award, movable furnishings and equipment, air balancing, fees and related project expenses

This contract award is within previously appropriated funds.  
(Source of Funds: Legislative Appropriation)

30. Tyler Health Center - Chapel Addition: Approval of Final Plans and Authorization to Advertise for Bids. -- Upon the recommendation of Superintendent Hurst and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Approved the final plans and specifications as prepared by the Project Architect, Page Southerland Page, Dallas, Texas, for the Chapel Addition of some 3,500 square feet at The University of Texas Health Center at Tyler at an estimated total project cost of \$360,000 (Source of Funds: Gift Funds on Hand)
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids to be presented to the Board of Regents for consideration at a future meeting

FILE NO. 200  
DOCUMENT \_\_\_\_\_  
REMARKS \_\_\_\_\_

31. Tyler Health Center - Fire Protection Water Supply and Distribution System: Approval of Final Plans and Authorization to Advertise for Bids (Approved by Coordinating Board July 19-20 Meeting). --

The Administration reported that the final plans and specifications for construction of the Fire Protection Water Supply and Distribution System at The University of Texas Health Center at Tyler had been prepared by the Project Engineer, Carter & Burgess, Inc., Fort Worth, Texas, and the project had been submitted to the Coordinating Board, Texas College and University System and approved by that Board at its July 19-20, 1979 meeting.

Following a brief discussion, and upon the recommendation of Superintendent Hurst and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Approved the final plans and specifications for the Tyler Health Center Fire Protection Water Supply and Distribution System at an estimated total project cost of \$200,000 (Source of Funds: Income from Hospital)
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented to the Board of Regents for consideration at a future meeting

FILE NO. 200  
DOCUMENT       
REMARKS

REPORT OF HEALTH AFFAIRS COMMITTEE (Pages 55-82). --The following report of the Health Affairs Committee was submitted by Committee Chairman Fly who stated that all actions had been taken in open session and unanimously approved unless otherwise indicated. The report as set out below was adopted without objection:

Report

- Burdon Model*
1. U. T. Austin: Affiliation Agreements with (a) Lutheran General Hospital, San Antonio, Texas and (b) Nix Hospital, Inc., San Antonio, Texas. --Approval was given without objection to affiliation agreements by and between The University of Texas at Austin and the following facilities to be effective immediately. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below:

<u>Facility</u>	<u>Agreement Executed</u>
✓ a. Lutheran General Hospital San Antonio, Texas	June 13, 1979
✓ b. Nix Hospital, Inc. San Antonio, Texas	June 13, 1979

FILE NO. 400  
DOCUMENT ✓  
REMARKS —

These agreements follow the format approved for affiliation agreements by the Board of Regents on December 16, 1977. They will provide facilities for health care related educational experiences for students at U. T. Austin.

2. U. T. Austin: Affiliation Agreement with Texas Department of Mental Health and Mental Retardation, Austin, Texas. -- Upon the recommendation of President Rogers and Chancellor Walker, the affiliation agreement set out on Pages 55-60 by and between The University of Texas at Austin and the Texas Department of Mental Health and Mental Retardation, Austin, Texas, was approved without objection to be effective immediately. This agreement, executed by the appropriate officials of the institution and facility on April 27, 1979, will provide health care related educational experiences for students at U. T. Austin.

FILE NO. 400  
DOCUMENT ✓  
REMARKS —

EDUCATIONAL EXPERIENCE PROGRAMAFFILIATION AGREEMENT

THIS AGREEMENT made the 27th day of April, 1979, by and between The University of Texas at Austin ("University"), a component institution of The University of Texas System, ("System"), and Texas Department of Mental Health and Mental Retardation ("Facility"), an agency of the State of Texas, having its principal office at 909 West 45th Street, Austin, State of Texas.

WITNESSETH:

WHEREAS, Facility now operates mental health facilities located at various points throughout the State of Texas, and therein provides mental health care services for persons in need of such services; and University provides an academic program related to mental health care; and,

WHEREAS, University periodically desires to provide mental 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 encouraging persons engaged in mental health related work to become acquainted with the delivery of mental health services, and believes that achievement of such goal can best be accomplished by affording students the opportunity to participate in meaningful educational experiences through utilization of appropriate facilities and personnel of Facility; and,

WHEREAS, in order to accomplish such objectives,



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

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

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

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

3. In the event of conflict between the text of Program Agreement and the text of this Agreement, the Affiliation 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 to certify such compliance to the 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, after consultation with University, a person to serve for Facility as liaison (Liaison) to the faculty and students engaged in the Program, and to furnish to University in writing the name of such person.

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 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.

(c) To designate, after consultation with the facility in which the program is to be implemented, a member of the University faculty to coordinate with Facility through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to Facility in writing the name of such faculty member.

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

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

9. No oral representations of any officer, agent,

or employee of Facility or The University of Texas System, or any of its component institutions, (including, but not limited to University), either before or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder or under any Program Agreement.

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

11. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and year of execution by Facility and University, and after such initial term, from year to year unless one party shall have given thirty (30) 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 thirty (30) day notice period falls; or, (b) when all students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.

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

UNIVERSITY

By Lorena L. Rogers  
President

Chairman, Board of Regents  
The University of Texas System

CONTENT APPROVED:

Ed [Signature]  
Chancellor of the System

FORM APPROVED:

[Signature]  
General Counsel of the System

[Signature]  
Vice Chancellor for Academic Affairs  
(System)

FACILITY

By John J. Kavanaugh, MD  
(Title) Commissioner, TDMHR

ATTEST:

[Signature]  
(Title)

CERTIFICATE OF APPROVAL

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

Secretary, Board of Regents  
The University of Texas System  
BETTY ANNE THIEDFORD

*Based on Model 3985*

- 3. U. T. El Paso: Affiliation Agreement with El Paso Doctors Hospital, El Paso, Texas. --An affiliation agreement by and between The University of Texas at El Paso and El Paso Doctors Hospital, El Paso, Texas, was approved without objection to be effective immediately. This agreement, executed by the appropriate officials of the institution and facility on May 3, 1979, will provide facilities for health care related educational experiences for students at U. T. El Paso.

FILE NO. 400  
 DOCUMENT   
 REMARKS     

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

- 4. U. T. El Paso: Affiliation Agreement with St. Joseph Hospital, El Paso, Texas. --Upon the recommendation of President Templeton and Chancellor Walker and without objection, the affiliation agreement set out on Pages 61-66 by and between The University of Texas at El Paso and St. Joseph Hospital, El Paso, Texas, was approved to be effective immediately. This agreement, executed on June 4, 1979 by the appropriate officials of the institution and facility, will provide health care related educational experiences for students at U. T. El Paso.

FILE NO. 400  
 DOCUMENT   
 REMARKS     

HEALTH CARE  
EDUCATIONAL EXPERIENCE PROGRAM  
AFFILIATION AGREEMENT

THIS AGREEMENT made the 4 day of June, 1979, by and between The University of Texas at El Paso ("University"), a component institution of The University of Texas System, ("System"), and St. Joseph Hospital ("Facility"), a non-profit corporation organized and existing under the laws of the State of Texas having its principal office at 1155 Idaho, El Paso, State of Texas.

WITNESSETH:

WHEREAS, Facility now operates hospital facilities located at 1155 Idaho, in the City of El Paso, State of Texas, and therein provides health care services for persons in need of such services; and University provides an academic program with respect to health care; and,

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

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

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

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

1. The Program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of Facility and University, and approved in writing by the Chancellor of The University of Texas System.
2. The Program may be cancelled by either party by giving such written notice to the other of its intention to terminate the Program as provided in the Program Agreement; provided, however, that the Program shall automatically terminate upon termination of this Agreement.
3. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
4. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of Facility and University, and approved by the Chancellor of The University of Texas System.

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

(a) To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by Facility of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to University or other entity when requested to do so by University.

(b) To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services and other things provided by Facility pursuant to this Agreement as are necessary for accreditation evaluation.

(c) To appoint a person to serve for Facility as liaison (Liaison) to the faculty and students engaged in the Program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and, in such connection, Facility shall furnish in writing to University (not later than thirty (30) days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by Facility to be Liaison, and within ten days after receipt of same, University shall notify Facility of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies Facility in writing, Facility will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (c).

6. University hereby agrees:

(a) To furnish Facility with the names of the students assigned by University to participate in the program.



(b) To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole discretion, and (2) who have entered into a written agreement with University and Facility that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of University and Facility.

(c) To designate a member of the University faculty to coordinate with Facility through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to Facility in writing the name of such faculty member.

(d) The University shall provide the Facility with the name of the insurance company with which each student and member of the faculty using the facility carries malpractice insurance. The Facility shall notify the University prior to January 15 and September 1, each year, of any special requirements for malpractice insurance as a condition of using the Facility as provided by this Agreement.

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

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

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

10. To the extent that the University is legally capable, the University shall indemnify and hold the Facility harmless for losses suffered by the affiliate due to injuries proximately caused a Third Party by the negligent acts of students or instructors during their training at the Facility. Such indemnification shall not extend to losses suffered by the Facility due to injuries proximately caused a Third Party by the negligent acts of Facility personnel or persons not affiliated with the University.

To the extent that the University is legally capable, the University shall indemnify and hold the Facility harmless for losses incurred by Facility due to injuries suffered by students and instructors during the students' training at the facility. Such indemnification shall not extend to losses suffered by the Facility due to injuries proximately caused by the negligent acts of Facility personnel or persons not affiliated with the University.

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

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

notice period falls; or, (b) when all students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.

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

THE UNIVERSITY OF TEXAS AT EL PASO

By *A. B. Templeton*  
A. B. Templeton, President

CONTENT APPROVED:

*Ed D. Walker*  
Chancellor of the System

*Ernest Samuel*  
Vice Chancellor for Academic Affairs  
(System)

*CRANTON WILLIAMS, CHAIRMAN*  
Board of Regents of  
The University of Texas System

*Roger Williams*  
General Counsel of the System

ATTEST:

*Pauline McManus*  
(Title) *Clara McManus*

ST. JOSEPH HOSPITAL

By *Jack F. Houghton*  
Jack F. Houghton  
Administrator & President

CERTIFICATE OF APPROVAL

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

Secretary, Board of Regents  
The University of Texas System  
BETTY ANNE THEDFORD

*Based on Model*

5. U. T. San Antonio: Affiliation Agreements with (a) Shoal Creek Hospital, Austin, Texas; (b) Gonzales Warm Springs Rehabilitation Hospital, Inc., Gonzales, Texas; and (c) High Plains Baptist Hospital, Amarillo, Texas. --Without objection, approval was given to affiliation agreements by and between The University of Texas at San Antonio and the following facilities to be effective immediately. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below:

	<u>Facility</u>	<u>Agreement Executed</u>
✓	a. Shoal Creek Hospital Austin, Texas	April 30, 1979
✓	b. Gonzales Warm Springs Rehabilitation Hospital, Inc. Gonzales, Texas	May 8, 1979
✓	c. High Plains Baptist Hospital Amarillo, Texas	May 16, 1979

FILE NO. 400  
DOCUMENT ✓  
REMARKS

These agreements, which follow the format approved for affiliation agreements by the Board of Regents on December 16, 1977, will provide facilities for health care related educational experiences for students at U. T. San Antonio, specifically in physical therapy.

6. Dallas Health Science Center: Appointment of Dr. Vert Mooney to W. B. Carrell Professorship of Orthopedic Surgery. --Without objection, approval was given to the recommendation of President Sprague and Chancellor Walker that Dr. Vert Mooney be appointed to the W. B. Carrell Professorship of Orthopedic Surgery at The University of Texas Health Science Center at Dallas. (Professorship officially named, Page 91 )

FILE NO. 1001  
DOCUMENT ✓  
REMARKS

Dr. Mooney, Professor and Chairman of the Division of Orthopedic Surgery, joined the faculty of the Dallas Health Science Center in October 1977. His special interest is in rehabilitation and he has strengthened that program and brought a new dimension to the activities of the Division of Orthopedic Surgery.

*Based on Model*

7. Dallas Health Science Center: Affiliation Agreements with (a) Brookhaven Medical Center, Farmers Branch, Texas; (b) Lake Worth Investments, Inc. (Lake Worth Nursing Home), Fort Worth, Texas; (c) Jarvis Heights Nursing Center, Inc., Fort Worth, Texas; (d) Luxton Nursing Center, Inc., Fort Worth, Texas; and (e) Notre Dame Vocational Center, Irving, Texas. --Unanimous approval was given to affiliation agreements by and between The University of Texas Health Science Center at Dallas and the following facilities to be effective immediately. The agreements had been executed by the appropriate officials of the institution and facility on May 8, 1979:

FILE NO. 400  
DOCUMENT ✓  
REMARKS

	<u>Facility</u>
✓	a. Brookhaven Medical Center Farmers Branch, Texas

- ✓ b. Lake Worth Investments, Inc. (Lake Worth Nursing Home), Fort Worth, Texas
- ✓ c. Jarvis Heights Nursing Center, Inc. Fort Worth, Texas
- ✓ d. Luxton Nursing Center, Inc. Fort Worth, Texas
- ✓ e. Notre Dame Vocational Center Irving, Texas

These agreements, which follow the format approved for affiliation agreements by the Board of Regents on December 16, 1977, will facilitate educational programs for allied health students.

- Based on Model*
8. Galveston Medical Branch: Affiliation Agreements with (a) Shoal Creek Hospital, Austin, Texas; (b) United Cerebral Palsy of Texas, Inc., Austin, Texas; (c) High Plains Baptist Hospital, Amarillo, Texas; (d) St. Anthony Center, Houston, Texas; and (e) Medenco, Inc., Houston, Texas. -- Without objection, approval was given to affiliation agreements by and between The University of Texas Medical Branch at Galveston and the following facilities to be effective immediately:

Facility

- ✓ a. Shoal Creek Hospital  
Austin, Texas
- ✓ b. United Cerebral Palsy of Texas, Inc.  
Austin, Texas
- ✓ c. High Plains Baptist Hospital  
Amarillo, Texas
- ✓ d. St. Anthony Center  
Houston, Texas
- ✓ e. Medenco, Inc.  
Houston, Texas

FILE NO. 400  
DOCUMENT ✓✓✓✓  
REMARKS —

These agreements follow the format approved for affiliation agreements by the Board of Regents on December 16, 1977. They will benefit physical and occupational therapy students in the School of Allied Health Sciences.

9. Galveston Medical Branch: Affiliation Agreement with Galveston County Health District, LaMarque, Texas. -- Upon the recommendation of President Levin and Chancellor Walker, the affiliation agreement set out on Pages 69-74 by and between The University of Texas Medical Branch at Galveston and the Galveston County Health District, LaMarque, Texas, was approved without objection to be effective immediately.

This agreement will provide additional educational opportunities for Medical Branch students and resident physicians.

FILE NO. 400  
DOCUMENT ✓  
REMARKS —

HEALTH CARE  
EDUCATIONAL EXPERIENCE PROGRAM  
AFFILIATION AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_,  
by and between the University of Texas Medical Branch at Galveston  
\_\_\_\_\_  
("University"), a component institution of The  
University of Texas System, ("System"), and Galveston County  
Health District ("Facility"),  
a Governmental Agency created pursuant to Article 447a, V.T.C.S.  
\_\_\_\_\_  
having its principal office at 1207 Oak  
La Marque, State of Texas.

WITNESSETH:

WHEREAS, Facility now operates Coordinated Community Clinics facilities  
located at 4421 Avenue M (Galveston) 4202 Avenue Q (Galveston), 1207 Oak (La Marque)  
in the Cities of Galveston and La Marque, State of Texas,  
and therein provides health care services for persons in need of such  
services; and University provides an academic program with respect to  
health care; and,

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

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

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

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

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

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

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

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

5. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, Facility hereby agrees to furnish the premises, personnel, services, and all other things necessary for the

Educational Experience Program, as specified in the Program Agreement, and, in connection with such Program, further agrees:

(a) To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by Facility of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to University or other entity when requested to do so by University.

(b) To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services and other things provided by Facility pursuant to this Agreement as are necessary for accreditation evaluation.

(c) To appoint a person to serve for Facility as liaison (Liaison) to the faculty and students engaged in the Program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and, in such connection, Facility shall furnish in writing to University (not later than thirty (30) days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by Facility to be Liaison, and within ten days after receipt of same, University shall notify Facility of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies Facility in writing, Facility will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (c)

6. University hereby agrees:

(a) To furnish Facility with the names of the students assigned by University to participate in the program.



(b) To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole discretion, and (2) who have entered into a written agreement with University and Facility that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of University and Facility.

(c) To designate a member of the University faculty to coordinate with Facility through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to Facility in writing the name of such faculty member. In the event the Liaison becomes unacceptable to the Facility after appointment, the Facility so notifies the University in writing, University will appoint another person to serve as Liaison.

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

8. All 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.

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

obligations of either party hereunder or under any Program Agreement.

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

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

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

UNIVERSITY:

By William C. Levin  
President

CONTENT APPROVED

By Edmund M. Bennett Jr.  
Vice Chancellor for Health Affairs

FORM APPROVED:

By Ed [Signature]  
Chancellor

General Counsel of the System

By DAN C. WILLIAMS, CHAIRMAN  
Board of Regents of  
The University of Texas System

FACILITY:

ATTEST:

By [Signature]  
Chairman, Galveston County Health Board  
(Title)

(Title)

CERTIFICATE OF APPROVAL

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

Secretary, Board of Regents  
The University of Texas System  
BETTY ANNE THELFORD

*Burdon Model*

10. Houston Health Science Center: Affiliation Agreements with (a) Gulf Coast Metropolitan Senior Citizens Services, Inc., Houston, Texas; (b) Houston Cardiovascular Rehabilitation Center, Houston, Texas; and (c) Texas Department of Human Resources, Region II, Houston, Texas. --Affiliation agreements by and between The University of Texas Health Science Center at Houston and the following facilities were approved without objection to be effective immediately. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below:

<u>Facility</u>	<u>Agreement Executed</u>
✓ a. Gulf Coast Metropolitan Senior Citizens Services, Inc., Houston, Texas	April 23, 1979
✓ b. Houston Cardiovascular Rehabilitation Center Houston, Texas	June 1, 1979
✓ c. Texas Department of Human Resources, Region II Houston, Texas	May 25, 1979

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These agreements follow the format approved for affiliation agreements by the Board of Regents on December 16, 1977. It was noted that these facilities will provide clinical experiences in dietetics and nutrition.

11. Houston Health Science Center (School of Allied Health Sciences): Authorization to Seek Permission from Coordinating Board to Establish Program for Bachelor of Science in Radiologic Sciences (Catalog Change). -- Upon the recommendation of President Bulger and Chancellor Walker and without objection, approval was given to seek permission from the Coordinating Board, Texas College and University System to establish a program for a Bachelor of Science in Radiologic Sciences to be offered by the School of Allied Health Sciences at The University of Texas Health Science Center at Houston.

The Bachelor of Science program is an extension of the existing 24-month certificate program in Radiologic Technology Education. Students will be required to have 90 quarter hours or 60 semester hours and must complete 30 semester or 40 quarter hours of study in the liberal arts. Once enrolled in this program, the students will complete 97 quarter hours in the School of Allied Health Sciences.

If this program is approved by the Coordinating Board, the next appropriate catalog published at the Houston Health Science Center will be so amended.

FILE NO. A-19  
DOCUMENT ---  
REMARKS ---

12. San Antonio Health Science Center: Affiliation Agreement with Santa Rosa Medical Center, San Antonio, Texas (Same Agreement as Adopted June, 1969). -- Upon the recommendation of President Harrison and Chancellor Walker, the affiliation agreement set out on Pages 76-80 by and between The University of Texas Health Science Center at San Antonio and Santa Rosa Medical Center, San Antonio, Texas, was approved without objection for a period of ten years. This agreement, executed on June 27, 1979 by the appropriate officials of the institution and facility, is the same as the previous one approved by the Board of Regents in June 1969 for a ten-year period.

FILE NO. 400  
DOCUMENT ✓  
REMARKS —

AGREEMENT

THE STATE OF TEXAS X  
COUNTY OF BEXAR X

This AGREEMENT made and entered into this 27th day of June, 1979, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter sometimes called "University," and the SANTA ROSA MEDICAL CENTER of San Antonio, hereinafter sometimes called "Hospital," WITNESSETH:

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

WHEREAS, in recognition of contemporary trends and likely future requirements, University and Hospital agree on the desirability of establishing a closer working relationship between the two institutions, who share a common commitment to offer the people of San Antonio, Texas, and the Southwest a program of excellence in medical education and also share the desire to coordinate all medical care resources for the benefit of improved patient care and the further development of San Antonio as a medical center:

NOW, THEREFORE, with these objectives in mind and with an intent to develop both institutions to the maximum extent

consistent with the interests of each, University and Hospital hereby agree as follows:

1. EXTENT OF AFFILIATION AT THE DEPARTMENTAL LEVEL

The purpose of this agreement is to establish a broad framework of policy to facilitate cooperation between University and Hospital. It is agreed that the initiative for establishing definitive relationships will be vested in the respective department heads of the departments within institutions of University and the corresponding departments or division of Hospital. It is further understood that individual departments of University may or may not establish affiliations with Hospital, depending upon their needs and circumstances and subject to appropriate action by the respective governing bodies.

2. PROVISION FOR FACULTY APPOINTMENTS FOR HOSPITAL STAFF MEMBERS

Both parties agree that academic status is a strong inducement for attracting well qualified individuals for teaching positions at Hospital, and that academic appointment made by University for individuals in full-time key positions at Hospital should include tenure or assurances of continuation of employment, if possible. This will be granted on an individual basis subject to the approval of University and Hospital. In order to achieve satisfactory financial arrangements, the fiscal alternatives for obtaining appointments in this category are:

(1) Unqualified Tenure Appointment:

Guarantee by Hospital for all future salary costs for any tenure appointments by University

There will be a contract negotiated between the individual physician and Hospital with the approval of the University, whereby Hospital will guarantee to pay University the salary

provided by said contract. These payments would continue as long as University is required to maintain these personnel under the terms of said contract.

(2) Qualified Tenure Appointment:

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

Under this agreement the faculty member would receive a tenure guarantee covering a period of time to be contracted for between Hospital and physician, and so long as the physician occupies a full-time faculty position at University. Thus, if his position were discontinued at Hospital, he would receive salary from Hospital for the period agreed upon, but only if he continued as a full-time faculty member of University.

(3) Hospital Staff without Compensation:

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

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

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

### 3. COMPENSATION ARRANGEMENTS FOR FULL-TIME FACULTY

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

### 4. JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

Hospital will provide research facilities for physicians who are geographically full time on its campus. Research projects at Hospital may be jointly sponsored by University. In such cases there will be prior agreement as to the extent of the responsibility of each institution in the administration of research funds, provision of staff and facilities and ownership of equipment purchased with research funds.

### 5. PROVISION FOR REVIEW OF RELATIONSHIP

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

If any aspect of this agreement becomes unsatisfactory, a joint committee shall be responsible for discussing and resolving the questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities in each institution. If problems develop which are sufficiently serious and cannot be resolved, dissolution of the agreement may be indicated. Effective date



of such dissolution shall be mutually agreed upon with adequate time to allow each institution to make necessary arrangements in an orderly manner.

It is agreed that Santa Rosa Medical Center shall retain all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policy of the institution, selection of the directing head of the Hospital and the determination of the acceptability and desirability of Hospital professional staff.

This agreement shall be for a term of ten (10) years from and after its effective date and may be terminated at any time upon mutual consent of the parties. It may also be amended in writing to include such provisions as the parties may agree upon.

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

UNIVERSITY

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

ATTEST:

Betty Anne Thiedford  
Secretary, Board of Regents  
The University of Texas System  
BETTY ANNE THIEDFORD

Dan C. Williams, Chairman  
Board of Regents  
The University of Texas System

FORM APPROVED:

M. L. Taylor  
General Counsel of the System

CONTENT APPROVED:

Charles E. Baker  
Chancellor of the System

E. A. Bueger  
Vice Chancellor for Health Affairs

FACILITY

ATTEST:

Maurice P. ...

By: Santa Angel Chue Mora  
Executive Director  
Santa Rosa Medical Center  
and Chairman of the Board

13. University Cancer Center: Establishment of The President's Council and The President's Associates for Private Fund Development Purposes. -- Upon the recommendation of President LeMaistre and Chancellor Walker and without objection, authorization was given to establish "The President's Council" and "The President's Associates" for the purpose of helping in the private fund development programs at The University of Texas System Cancer Center. Below is the plan for each organization:

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The President's Council  
of  
The University of Texas System Cancer Center

- I. NAME: The President's Council of The University of Texas System Cancer Center.
- II. PURPOSES:
- A. To recognize and show appreciation to those persons who have demonstrated generosity, loyalty, and devotion to The University of Texas System Cancer Center, including M. D. Anderson Hospital and Tumor Institute.
  - B. To establish an organization whose members will be active in promoting the welfare of the University Cancer Center.
  - C. To create a donor group which will be considered an exemplar of substantial giving to the University Cancer Center.
- III. QUALIFICATIONS FOR MEMBERSHIP:
- A. Membership to The President's Council is considered a lifetime membership based upon contributions to the University Cancer Center, as follows:
    1. Cumulative donations amounting to \$15,000 or more.
    2. A \$25,000 deferred gift by means of bequest, life insurance, remainder interest, or other deferred-giving instruments.
  - B. Membership may be held by an individual, jointly held by husband and wife, by a foundation, organization, corporation (individuals will be selected to represent organizations and corporations).
  - C. Those who have donated to the University Cancer Center prior to the establishment of The President's Council and who qualify will be considered for membership.
  - D. A corporation gift matching an individual's gift will be counted toward qualifying the individual for membership.
  - E. Persons who have fulfilled their requirements for membership in the Council will be encouraged to maintain a regular program of giving.

The President's Associates  
of  
The University of Texas System Cancer Center

- I. NAME: The President's Associates of The University of Texas System Cancer Center.
- II. PURPOSES:
  - A. To encourage annual contributions to the University Cancer Center with special emphasis upon the development of new, unrestricted gifts.
  - B. To recognize and show appreciation to those who demonstrate their loyalty and devotion to the University Cancer Center through their membership.
  - C. To create an organization whose members will be active in promoting the welfare of the University Cancer Center.
- III. QUALIFICATIONS OF MEMBERSHIP:
  - A. Memberships are renewable each year through an annual gift to the University Cancer Center of \$500 or more.
  - B. Membership may be held by an individual, jointly by husband and wife, or by a corporation, organization or foundation (an individual will be selected as a representative).
  - C. A corporation gift matching an individual's gift will count toward qualifying the individual for membership.
  - D. The matching gift does not qualify a corporation for membership.
  - E. Specified prepayments (i. e., \$1,000.00 for two years or \$5,000.00 for ten years) will be accepted only if donor specifies the gift as "prepayments."
  - F. Gifts made prior to the beginning of the program will not qualify the donor for membership.

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 82 - 95 ). --  
Committee Chairman Hay submitted the following report of the Land and Investment Committee. He stated that all items were approved unanimously in open session unless otherwise indicated. The report was adopted without objection:

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-Chairman 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 and Special Fund.

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for May 1979 and Report on Oil and Gas Development as of May 31, 1979; Report on Gas Market Situation by William J. Murray, Austin, Texas, Referred to Executive Session. --  
 The following reports with respect to (a) certain monies cleared to the Permanent University Fund for May 1979 and (b) Oil and Gas Development as of May 31, 1979, were received from the Executive Director for Investments and Trusts:

<u>Permanent University Fund</u>	<u>May 1979</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>
Royalty			
Oil	\$4,229,569.64	\$32,111,189.16	\$29,262,710.13
Gas	2,682,700.46	21,800,931.29	28,013,785.93
Water	40,139.92	140,289.94	154,053.97
Salt Brine	2,848.23	24,172.88	31,388.50
Sulphur	46,686.75	433,965.08	432,808.44
Rental			
Oil and Gas Leases	250,331.46	1,861,705.29	1,169,524.13
Other	4,240.00	22,000.51	12,197.93
Miscellaneous	6,624.45	803,108.98	733,957.62
	<u>\$7,263,140.91</u>	<u>\$57,197,363.13</u>	<u>\$59,810,426.65</u>
Bonuses, Oil and Gas Lease	- 0 -	9,719,000.00	17,869,500.00
Total, Permanent University Fund	<u>\$7,263,140.91</u>	<u>\$66,916,363.13</u>	<u>\$77,679,926.65</u>

Oil and Gas Development - May 31, 1979  
 Acreage Under Lease - 1,043,668

Number of Producing Acres - 394,084

Number of Producing Leases - 1,712

*PU 7 - University Lands: Royalties, Oil & Gas*

After reviewing the details of this report, Committee Chairman Hay called on Vice Chancellor for Lands Management Fitzpatrick for a report on study conducted in response to Regent Powell's inquiry at the June 1, 1979 meeting as to why gas royalties on University Lands were lower than for the previous year.

Vice Chancellor Fitzpatrick said that Mr. William J. Murray of Austin, Texas, whom he had asked to make a study of the current gas market and the current capabilities of the University Lands, was ready to report on the first phase of his study. Mr. Fitzpatrick asked that it be referred to the Executive Session since no action would be requested or required by the Board. Committee Chairman Hay granted this request. (See Page 110.)

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2. Permanent University Fund - Investment Advisory Committee: Reappointment of Mr. Harold W. Hartley, Dallas, Texas, to Five-Year Term. -- Without objection, Mr. Harold W. Hartley, Dallas, Texas (Executive Vice President for Finance, Southwestern Life Insurance Company), who has rendered distinguished service on the Permanent University Fund Investment Advisory Committee, was reappointed for a five-year term beginning September 1, 1979 and ending August 31, 1984. With this reappointment, the membership of the Investment Advisory Committee is as follows:

	<u>Term Expires</u>	
Thomas B. McDade	8/31/80	FILE NO. <u>1000</u>
Gene H. Bishop	8/31/81	DOCUMENT <u>    </u>
Dee Osborne	8/31/82	REMARKS <u>    </u>
Orson C. Clay	8/31/83	
Harold W. Hartley	8/31/84	

B. LAND MATTERS

1. Permanent University Fund - University Lands: Amendment of Standard Forms (Power and Telephone Lines Easement and Permit for Exploration with Geophysical Instruments). -- Upon the recommendation of the Manager of University Lands - Surface Interests, the Vice Chancellor for Lands Management and Chancellor Walker and without objection, the Power and Telephone Lines Easement form (Form UL-3) was amended by the addition of the following paragraph:

"It is further understood and agreed that the Second Party will comply with the Antiquities Code of Texas (Title 9, Chapter 191, Texas Natural Resources Code). Second Party further agrees that title to archeological articles, objects, or artifacts in or on the above described lands shall remain in said Board of Regents."

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Further, this Form UL-3 and the Permit for Exploration with Geophysical Instruments form were authorized amended to reflect the current titles and addresses of System Officers.

B. LAND MATTERS (continued)

2. Easements and Surface Leases Nos. 4927-4955, Material Source Permits Nos. 578 and 579, Brine Production Lease No. 14, Water Contract No. 173, and Assignment of Easement No. 3488. --Applications for Easements and Surface Leases Nos. 4927-4955, Material Source Permits Nos. 578 and 579, Brine Production Lease No. 14, Water Contract No. 173 and Assignment of Easement No. 3488 were approved. All had been approved as to content by the appropriate officials. Payment for each had been received in advance unless otherwise indicated, and each document is on the University's standard form and is at the standard rate adopted February 1, 1977 unless otherwise indicated.

Committee Chairman Hay called particular attention to Surface Lease No. 4955 (Page 87). This lease covers an approximate 70.30 acre tract and is being leased for a ten-year period to the Confederate Air Force for no monetary consideration. Mr. Billy Carr, Manager of University Lands - Surface Interests, was recognized and reported that he had made an extensive search for a lessee for this property and was pleased that the Confederate Air Force had agreed to use the property for historical purposes and to restore the structures and maintain the surface area.

a. Easements and Surface Leases Nos. 4927-4955

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4927	H. D. Oden, Inc.	Surface Lease (Salt Water Disposal)	Crockett	50	1 acre	7/1/79-* 6/30/80	\$ 1,500.00
4928	Exxon Corporation (Renewal of 3771)	Surface Lease (Salt Water Disposal)	Andrews	9	1 acre	7/1/79-* 6/30/80	1,500.00
4929	Basin, Inc.	Surface Lease (Truck Stop)	Reagan	10	2 acres (approx.)	6/1/79- 5/31/89	1,500.00 (Full)
4930	Bates Well Service, Inc.	Surface Lease (Well Servicing)	Ward	16	125' x 150'	6/1/79-** 5/31/80	450.00
4931	Exxon Pipe Line Company (Renewal of 2960)	Surface Lease (Microwave Tower)	Schleicher	55	2.07 acres	7/1/79- 6/30/89	2,250.00 (Full)
4932	Amoco Production Company (Renewal of 2970)	Surface Lease (Store House)	Andrews	5	150' x 150'	7/1/79-** 6/30/80	150.00 (Min.)

\*renewable from year to year, but not to exceed a total of five (5) years  
 \*\*renewable from year to year, but not to exceed a total of ten (10) years

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Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4933	Amoco Production Company (Renewal of 2959)	Pipe Line	Andrews	13 & 14	3,405.95 rds. 10 inch	6/24/79- 6/23/89	\$ 8,514.88
4934	Transwestern Pipeline Company (Renewal of 2956)	Pipe Line	Ward, Winkler, Pecos	16,17,21, 23,24,26	9307.70 rds. Various Size	6/1/79- 5/31/89	32,576.95
4935	Northern Natural Gas Company (Renewal of 2953)	Pipe Line	Pecos	19 & 18	2259.89 rds. 4½ inch	6/1/79- 5/31/89	5,649.73
4936	Donald R. Price	Surface Lease (Motel & Cafe)	Ward	16	1.38 acre	7/1/79- 6/30/80	\$ 700.00
4937	Gulf Oil Corporation	Pipe Line	Ward	18	160.2 rds. 2½ inch	5/1/79- 4/30/89	480.60
4938	El Paso Natural Gas Company	Pipe Line	Crockett	33	14.848 rds. 4½ inch	5/1/79- 4/30/89	150.00 (Min.)
4939	Basin, Inc.	Pipe Line	Ward	18	729.82 rds. 4½ inch	6/1/79- 5/31/89	2,189.46
4940	Basin, Inc.	Pipe Line	Reagan	10	73.02 rds. 4½ inch	6/1/79- 5/31/89	219.06
4941	Exxon Pipeline Company (Renewal of 2899)	Pipe Line	Andrews	9	206.09 rds. 4½ inch	5/1/79- 4/30/89	515.23
4942	Phillips Petroleum Company (Renewal of 2839)	Pipe Line	Ector & Crane	35	882.0 rds. 12-3/4 inch	6/1/79- 5/31/89	3,087.00
4943	Phillips Petroleum Company (Renewal of 2840)	Pipe Line	Andrews	4 & 5	1,317.80 rds. Various Size	6/1/79- 5/31/89	3,294.50
4944	Phillips Pipe Line Company (Renewal of 2850)	Pipe Line	Andrews	9	602.3 rds. 4½ inch	6/1/79- 5/31/89	1,505.75
4945	Phillips Petroleum Company (Renewal of 2869 & 2870)	Pipe Line	Andrews	10, 11 & 4	954.80 rds. Various Size	7/1/79- 6/30/89	2,726.70

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

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Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4946	Phillips Petroleum Company (Renewal of 2936)	Pipe Line	Ector	35	122.0 rds. 16 inch	7/1/79- 6/30/89	\$ 427.00
4947	Texas-New Mexico Pipe Line Company(Renewal of 2954)	Pipe Line	Andrews	14	263.39 rds. 4½ inch	6/1/79- 5/31/89	658.48
4948	The Permian Corporation	Pipe Line	Reagan	9 & 10	2,570.84 Various Size	5/1/79- 4/30/89	7,712.55
4949	Texas Electric Service Company (Renewal of 2963,2983,3007)	Power Line	Andrews	1,4,5,8,9,10, 11,13, & 14	2,388.54 rds. Single Pole	7/1/79- 6/30/89	2,388.54
4950	El Paso Natural Gas Company (Renewal of 2975)	Pipe Line	Andrews	1 & 9	330.907 rds. 4½ & 2 inch	11/1/79- 10/31/89	992.72*
4951	El Paso Natural Gas Company (Renewal of 3029)	Pipe Line	Reagan	11	57.15 rds. 4½ inch	12/1/79- 11/30/89	200.00* (Min.)
4952	El Paso Natural Gas Company (Renewal of 2990)	Pipe Line	Crockett	29	102.424 rds. 4½ inch	11/1/79 10/31/89	307.27*
4953	El Paso Natural Gas Company (Renewal of 3038)	Surface Lease (Microwave Station)	Hudspeth	"G"	1.111 acre (approx.)	12/1/79 11/30/89	3,000.00*
4954	BTA Oil Producers (Renewal of 3798)	Surface Lease (Salt Water Disposal)	Andrews	9	2 acres	8/1/79-** 7/31/80	1,500.00
4955	Confederate Air Force	Surface Lease (Historical Purposes- Storage of Airplanes and Parts)	Ward	16	70.30 acres (approx.)	7/1/79- 6/30/89	***

\*Consideration is under the new rate schedule effective August 1, 1979.

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

\*\*\*Lessee in lieu of monetary consideration for a ten (10) year lease agrees to re-roof Hangar #296 (cost estimated to be \$30,000) and fence approximately 4 miles of fence around hangar and access road.



5

b. Material Source Permits Nos. 578 - 579

No.	Grantee	County	Location	Quantity	Consideration
578	C & O Services, Inc.	Pecos	Block 13	750 cubic yards - caliche	\$ 262.50
579	McVean & Barlow, Inc.	Ward	Block 16	1504 cubic yards - dirt	526.40

Brine Production Lease No. 14

No.	Grantee	Type of Permit	County	Location	Period	Consideration
14	Hansell Brine Sales, Inc. (Renewal of 10)	Brine Production Lease	Crane	Block 31	7/1/79-6/30/84	\$ 100.00*

\*Annual rental is \$100.00, to be paid in advance. Royalty is a minimum of two cents per barrel of brine produced and sold, or 12½ per cent of the sale price, whichever is greater.

c. Water Contract No. 173

No.	Grantee	County	Location	Period	Consideration
173	Hilliard Oil & Gas, Inc.	Gaines	Block 6	7/26/79- until completion of drilling operations	\$ 500.00

d. Assignment of Easement No. 3488

No.	Assignor	Assignee	Type of Permit	County	Consideration
3488	Tesoro Petroleum Corporation	Damson Oil Corporation	Pipe Line	Reagan	\$ 150.00

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4012

II. TRUST AND SPECIAL FUNDSA. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin (Department of Geological Sciences): Establishment of Samuel P. Ellison Fund. --With gifts totaling \$13,475 from friends and colleagues of Dr. Samuel P. Ellison, Jr., joined by the Geology Foundation Advisory Council, and upon recommendation of President Rogers and Chancellor Walker, the Samuel P. Ellison Fund in honor of Dr. Ellison for his distinguished service was established at The University of Texas at Austin. Income from this fund will be used to underwrite the costs of the Geology Departmental Alumni Newsletter and supporting functions to bring the faculty, students and alumni together for scientific, educational and social purposes. The goal for this fund, established by the Geology Foundation Advisory Council, is \$100,000.

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2. U. T. Austin: Establishment of International Geological Map Library Fund Within the Geology Foundation. --Upon the recommendation of President Rogers and Chancellor Walker and without objection, contributions totaling \$12,201.06 were authorized used as the initial funding for the establishment of the International Geological Map Library Fund within the Geology Foundation at The University of Texas at Austin. The Geology Foundation Advisory Council has set a funding goal for this fund of \$100,000. Income will be used to acquire geological maps and provide storage facilities.

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3. U. T. Austin (Marine Science Institute): Acceptance of Bequest Under Will of Hilda F. Rosene Lund and Establishment of the E. J. Lund Founder's Fund (the E. J. Lund Fellowship in Electrophysiology and the E. J. Lund Research Scholarship Awards in Biophysics for Graduate Students of Exceptional Merit): Authorization to Join with Hamline University in Sale by Competitive Bids of Real Property (Lot 6 and East 53' of Lot 5 and North 26' of East 53' of Lot 4, Block 6 and 25% of Lots 9, 10, 11 and 12, Block 82, Austin, Travis County, Texas). --Upon the recommendation of President Rogers and Chancellor Walker, and with sincere gratitude, a bequest estimated at \$200,000 was accepted under the terms of the Will of Hilda F. Rosene Lund, and the E. J. Lund Founder's Fund was established at The University of Texas at Austin for the use and benefit of the Marine Science Institute at Port Aransas. Income only from this endowment will be used for (a) an annual research fellowship to be called the E. J. Lund Fellowship in Electrophysiology and (b) one or more annual awards to be called the E. J. Lund Research Scholarship Awards in Biophysics for Graduate Students of Exceptional Merit. The bequest consists of the following:

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Lot 6 and the East 53' of Lot 5 and the North 26' of the East 53' of Lot 4, Block 6, and

an undivided 25% of Lots 9, 10, 11 and 12, Block 82, all situated in Austin, Travis County, Texas

Since Hamline University owns the remaining 75% of the property situated in Block 82, authorization was given to join with Hamline University in the sale by competitive bids for Lots 9, 10, 11 and 12, Block 82. The Board of Trustees of Hamline University had authorized this joint offering. The expenses of sale will be shared in proportion to the ownership of each institution, and it is anticipated that bids will be opened in September 1979, with the results to be reported to the Board of Regents at the next regular meeting thereafter.

4. U. T. Austin: Acceptance of Gift and Establishment of Mildred Masters McCarty Scholarships in Greek and Latin. -- With sincere appreciation, a gift of 199 shares of the First State Bank of Denton, Texas, valued at \$8,955, and a cash gift of \$1,045 for a total of \$10,000 was accepted from Mildred M. McCarty; and the Mildred Masters McCarty Scholarships in Greek and Latin were established at The University of Texas at Austin. Income from this fund will be used to award scholarships to undergraduate or graduate students as determined by the Committee for the Department.
5. U. T. Austin: Recommendation to Accept Tender Offer of 1.65 Acres of Land and to Establish Fund for Alternative Energy Research and Development (NO PUBLICITY). -- At the request of Committee Chairman Hay, this item was referred to the Executive Session of the Committee of the Whole for discussion pursuant to Section 2(f), V. T. C. S. - Land Acquisition and Negotiated Contracts. (Page 94)
6. U. T. Austin: Establishment of Archie W. Straiton Endowed Presidential Scholarship. -- Upon the recommendation of President Rogers and Chancellor Walker, the Archie W. Straiton Endowed Presidential Scholarship was established at The University of Texas at Austin in honor of Dr. Archie W. Straiton, retired Professor of Electrical Engineering at U. T. Austin. Colleagues and friends of Dr. Straiton had contributed in excess of \$25,000 for this scholarship fund.
7. U. T. Austin: Establishment of C. T. Wells Professorship in Project Management in College of Engineering. -- System Administration reported that Dr. C. T. Wells, who had previously donated \$85,200 to The University of Texas at Austin (Permanent Minutes, Volume XX, Page 2388), had now pledged an additional gift of \$14,800 during the next two years, making a total of a \$100,000 gift; and that the \$14,800 pledge had been underwritten by the Engineering Foundation at its May 19, 1979 meeting.

Upon this basis, the C. T. Wells Professorship in Project Management in the College of Engineering was established at The University of Texas at Austin.

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8. Dallas Health Science Center: Professorship in Orthopedics at Dallas Southwestern Medical School (Supported by Annual Contributions from Texas Scottish Rite Hospital) Officially Named the W. B. Carrell Professorship of Orthopedic Surgery. -- Upon the recommendation of President Sprague and Chancellor Walker and without objection, the Professorship in Orthopedics at Dallas Southwestern Medical School, The University of Texas Health Science Center at Dallas, which has been supported by annual contributions from the Texas Scottish Rite Hospital, was officially named the W. B. Carrell Professorship of Orthopedic Surgery. Permanent funding of this professorship will be provided by \$67,000 from the unused accumulation of the William B. Carrell Scottish Rite Professorship in Orthopedics operations account and \$33,000 from the Presidential Development Fund.
- (See Page 67 for appointment to this professorship.)
- D+D  
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9. Galveston Medical Branch: Acceptance of Gift and Establishment of Galveston County Medical Society Endowment Fund. -- Upon the recommendation of President Levin and Chancellor Walker and without objection, cash and certificates of deposit in the amount of \$52,218.94 were accepted from the Galveston County Medical Society and the Galveston County Medical Society Endowment Fund was established at The University of Texas Medical Branch at Galveston. Income from this fund will be used to provide support for research in Diabetes Mellitus in the Division of Endocrinology and Department of Internal Medicine.
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10. University Cancer Center (M. D. Anderson): Acceptance of Bequest Under Will of William B. Baylor and Authorization for Executor to Sell Real Property in Terrell, Kaufman County, Texas. -- The Administration reported the following with respect to a bequest under the Will of William B. Baylor:

"The First National Bank of Dallas, Texas, is independent executor under the Will of William B. Baylor and has started the administration as prescribed by the Will. The estate includes one-half interest in the decedent's home located in Terrell, Texas, which has been appraised at \$100,000. The executor received an offer of \$111,000 for this property and requested approval by the Board of Regents to proceed with this offer or a subsequent offer at a sale price of not less than \$111,000.

"The University's share of this estate is estimated at \$250,000 to \$300,000 which is to be used to further cancer research. A recommendation for specific use will be presented to the Board of Regents for approval after the administration of the estate is completed."

Gratefully, the bequest under the Will of William B. Baylor to M. D. Anderson, The University of Texas System Cancer Center, was accepted, and authorization was granted to join with the Executor of the estate to sell the one-half interest in the decedent's home in Terrell, Texas, for not less than \$111,000.

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## B. REAL ESTATE MATTERS

1. U. T. System - Hogg Foundation - Thomas E. Hogg Fund: Oil and Gas Lease to William R. Bullen, Jr., Lafayette, Louisiana, on 112.88 Acres in St. Mary Parish, Louisiana. -- Without objection, and upon the recommendation of Executive Director Lobb and Chancellor Walker, a five year oil and gas lease covering the following described property was granted to Mr. William R. Bullen, Jr., Lafayette, Louisiana. A 3.125% interest in the minerals under this property is owned by the Hogg Foundation - Thomas E. Hogg Fund, The University of Texas System:

27.88 acres in Section 36, Township 13 South, Range 9 East, and 75 acres in Section 31, Township 13 South, Range 10 East, St. Mary Parish, Louisiana

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The lease provides for a bonus of \$50 per acre, 1/6 royalty, and annual delay rentals of \$50 per acre.

2. U. T. Austin - L. D., Marie & Edwin Gale Professorship in Judaic Studies: Sale of Surface Only of 34.5 Acres, Charles Felder League, Hardin County, Texas, to Mr. W. W. Ferguson, Silsbee, Texas. -- Upon the recommendation of Executive Director Lobb and Chancellor Walker and without objection, authorization was given to sell the surface only of approximately 34.5 acres in the Charles Felder League, Hardin County, Texas, out of the L. D., Marie & Edwin Gale Professorship in Judaic Studies' holdings, The University of Texas at Austin to Mr. W. W. Ferguson of Silsbee, Texas, for \$1,500 per acre. Mr. Ferguson will make a cash down payment of \$13,500 and execute a seven year, 10% note for the balance of the purchase price. A 6% real estate commission will be paid by the University to American Real Estate Corporation of Beaumont, Texas.

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The University does not own any minerals under this land.

3. U. T. El Paso - Frank B. Cotton Estate: Recommendation to Advertise for Sealed Bids for Oil and Gas Leases on Land in Hudspeth County, Texas. -- At the request of Committee Chairman Hay, this item was referred to the Executive Session of the Committee of the Whole for discussion pursuant to Section 2(f), V. T. C. S. - Land Acquisition and Negotiated Contracts. (Page 94)

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4. U. T. El Paso - Josephine Clardy Fox Fund: Renewal of Lease to Texaco Inc. on Property at 5000 Paisano, El Paso, Texas. -- Upon the recommendation of Executive Director Lobb and Chancellor Walker and without objection, authorization was given for a renewal lease to Texaco Inc. on the Josephine Clardy Fox Fund property (The University of Texas at El Paso) located at 5000 Paisano, El Paso, Texas. The renewal lease will be for a term of five years commencing October 12, 1979, at a monthly rental of \$450, and will provide for one five-year renewal option at a rental of \$550 per month.

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②  
Stribling Estate  
 Sealed Bid  
 Sale,  
 2,525.057  
 Acres,  
 Blanco Co.  
 Texas

5. University Cancer Center (M. D. Anderson) - Estate of - ①  
Olla S. Stribling - Sale of Three Tracts (2,370 Acres) in  
Blanco County, Texas, to (1) Carroll Dale Walker;  
(2) Michael R. and Roland E. Threadgill; and (3) Robert  
Q. Keith, John L. Bell, Jr., James L. Weber and Daniel  
V. Flatten. -- Following a review of the tabulation of bids  
 received and upon the recommendation of Chancellor Walker  
 and Executive Director Lobb, the Land and Investment Com-  
 mittee without objection awarded the sale of three tracts  
 containing 2,370 acres in Blanco County, Texas (Estate of  
 Olla S. Stribling, M. D. Anderson of The University of  
 Texas System Cancer Center) to the highest bidders as set  
 out below:

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\* Official  
 Survey  
 Shows this  
 acreage.  
 set  
 official

Tract No.	Acres	High Bidder	Amount
1	644.201	Carroll Dale Walker	\$ 419,374.85
2	628.669	Michael R. Threadgill and Roland E. Threadgill	330,600.00
3	1,097.906	Robert Q. Keith, John L. Bell, Jr., James L. Weber and Daniel V. Flatten	664,233.00
			<u>\$1,414,207.85</u>

The Board of Regents owns an undivided one-half interest in the property, and its share of the proceeds of the sale is \$707,103.93.

6. University Cancer Center (M. D. Anderson) - Bud Johnson  
Estate for General Purposes: (a) Authorization for Sealed  
Bid Sale of Surface and One-Half Mineral Estate in Approxi-  
mately 417 Acres in Charles Mason and Mandred Wood Surveys,  
Bastrop County, Texas, and (b) Authorization to Sell Surface  
and One-Half Mineral Estate in 17.535 Acres in Mandred Wood  
Survey to Mr. Donnal Jacobs for Price Equal to High Bid Per  
Acre on 417 Acre Tract. -- With respect to certain land accepted  
 at the June 1979 meeting under the Will of Bud Johnson (Bud  
 Johnson Estate for General Purposes - The University of Texas  
 System Cancer Center - M. D. Anderson), approval was given  
 to advertise for sealed bids with the following specifications  
 for the sale of the surface and one-half of the mineral estate in  
 approximately 417 acres in the Charles Mason and Mandred  
 Wood Surveys, Bastrop County, Texas, with bid opening  
 tentatively scheduled for late September 1979 and the results  
 to be reported at the next meeting of the Board of Regents there-  
 after:

seals

Terms of the bids will be cash or 20% cash with deferred portion of the consideration to be amortized over a term not in excess of 20 years and to bear interest for not less than 10% per annum

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(3)

El Paso) under terms not less favorable than those set by Land Commissioner Armstrong for Hudspeth County acreage included in the Sale of Public School Lands set for October 2, 1979; in no event shall the royalty be less than 1/5.

The bid opening is tentatively set for December 5, 1979, with the results to be reported and a recommendation made at the December 6-7, 1979 meeting of the Board of Regents.

\*\*\*\*\*

#### REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

Regent Fly, Vice-Chairman of the Board for Lease of University Lands reported:

"The Board for Lease of University Lands will meet this afternoon (July 26, 1979) to make certain changes in procedures and duties in keeping with the move of accounting functions from the General Land Office to the Board of Regents of The University of Texas System. (S. B. 526, 66th Leg., R.S., 1979)

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"You will recall that the Legislature approved this change in order to put all accounting under one head as it pertains to University Lands.

"Mr. Ben Campbell will be in charge of this office. His office has been moved from the General Land Office to Claudia Taylor Johnson Hall.

"Mr. Campbell has already mailed a new set of regulations to all oil and gas lessees on University Lands advising of the change effective September 1, 1979."

COMMITTEE OF THE WHOLE  
(Pages 96 - 110 )

Chairman Williams filed the following report of the meeting of the Committee of the Whole which was conducted in open session. The report was adopted without objection:

BOARD OF REGENTS: AMENDMENTS TO SECTION 1. 83, CHAPTER III (ACADEMIC TITLES) AND SECTIONS 3. 17 AND 3. 23, CHAPTER VII (FOUNDATIONS), PART ONE, REGENTS' RULES AND REGULATIONS. -- By separate motions, the Regents' Rules and Regulations, Part One, Chapters III and VII were amended as set out below:

1. Paragraphs (g) and (h), Subsection 1. 83, Section 1. 8 (Academic Titles) of Chapter III were amended by adding another subparagraph to the listing of each, to-wit:
  - a. To paragraph (g) the following was added:
    - (4) Research Instructor in \_\_\_\_\_  
(title of specialty)
  - b. To paragraph (h) the following was added:
    - (4) Instructor in Clinical \_\_\_\_\_  
(title of specialty)
2. Subsection 3. 17, Section 3. 1 (Internal Foundations) and Subsection 3. 23, Section 3. 2 (External Foundations) of Chapter VII were amended as follows:
  - a. The University of Texas Foundation, Inc. (Chartered) was deleted from the listing under Subsection 3. 17.
  - b. The University of Texas Foundation, Inc., was added to the listing under Subsection 3. 23.

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BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT ARLINGTON APARTMENT REVENUE BONDS, SERIES 1979, APPROXIMATELY \$1, 800, 000: AUTHORIZATION TO ISSUE; ESTABLISHMENT OF ACCOUNT FOR MISCELLANEOUS EXPENSES RELATING THERETO AND APPOINTMENT OF McCALL, PARKHURST & HORTON, DALLAS, TEXAS, BOND COUNSEL AND RUSS SECURITIES CORP., SAN ANTONIO, TEXAS, BOND CONSULTANT (STUDENT HOUSING - INTIAL PHASE). -- Upon the recommendation of President Nedderman and Chancellor Walker and without objection, authorization was given:

1. To issue Board of Regents of The University of Texas System, The University of Texas at Arlington Apartment Revenue Bonds, Series 1979, in the approximate amount of \$1, 800, 000 to provide student housing (initial phase) on the campus of U. T. Arlington

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2. To advertise for bids
  - a. for sale of bonds at the Regents' October meeting
  - b. for the paying agency
  - c. for printing the bonds
3. To establish an account out of the proceeds of the bond sale for payment of fees of the Bond Counsel, Bond Consultant, printing of the bonds and other miscellaneous costs

The firm of McCall, Parkhurst & Horton, Dallas, Texas, was named Bond Counsel and the firm of Russ Securities Corp., San Antonio, Texas, was named Bond Consultant.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT SAN ANTONIO GENERAL FEE REVENUE BONDS, SERIES 1979, APPROXIMATELY \$12,000,000. AUTHORIZATION TO ISSUE; ESTABLISHMENT OF ACCOUNT FOR MISCELLANEOUS EXPENSES RELATING THERETO AND APPOINTMENT OF McCALL, PARKHURST & HORTON, DALLAS, TEXAS, BOND COUNSEL AND RUSS SECURITIES CORP., SAN ANTONIO, TEXAS, BOND CONSULTANT (CLASSROOM AND OFFICE BUILDING, FINE ARTS ADDITION). ---  
Upon the recommendation of President Wagener and Chancellor Walker and without objection, authorization was given:

1. To issue Board of Regents of The University of Texas System, The University of Texas at San Antonio General Fee Revenue Bonds, Series 1979, in the approximate amount of \$12,000,000, exact amount to be determined after the fall enrollment figures are available, to be used to complete classroom and office building, the Fine Arts Addition, minor remodeling, and to acquire teaching equipment
2. To advertise for bids
  - a. for the sale of the bonds at the Regents' October meeting
  - b. for the paying agency
  - c. for printing the bonds
3. To establish a \$50,000 account out of the proceeds of the bond sale to pay fees of the Bond Counsel, Bond Consultant, printing of the bonds and other miscellaneous costs

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The firm of McCall, Parkhurst & Horton, Dallas, Texas, was named Bond Counsel and the firm of Russ Securities Corp., San Antonio, Texas, was named Bond Consultant.

U. T. SYSTEM: RATIFICATION OF RENEWAL OF THE UNIVERSITY OF TEXAS SYSTEM BOARD OF REGENTS AND OFFICERS AND EMPLOYEES LIABILITY INSURANCE POLICY WITH CONTINENTAL CASUALTY COMPANY AND LLOYD'S OF LONDON FOR AN ADDITIONAL THREE YEAR PERIOD (APRIL 1, 1979 - APRIL 1, 1982). -- Upon the recommendation of Chancellor Walker and without objection, the Board of Regents ratified the renewal by System Administration of The University of Texas System Board of Regents and Officers and Employees Liability Insurance Policy with Continental Casualty Company and Lloyd's of London for an additional three year period (April 1, 1979 to April 1, 1982) at a total premium of \$117,750. This is a continuation of the liability policy approved by the Board of Regents in October 1975 (Permanent Minutes, Volume XXIV, Page 125).

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U. T. SYSTEM: RENEWAL OF LIABILITY INSURANCE COVERAGE FOR ADDITIONAL YEAR (BEGINNING SEPTEMBER 1, 1979) WITH GRANITE STATE INSURANCE COMPANY FOR OFFICERS AND EMPLOYEES ARISING FROM USE AND OPERATION OF UNIVERSITY OWNED AND OPERATED MOTOR VEHICLES AND MOBILE EQUIPMENT. -- Without objection, and upon the recommendation of Chancellor Walker, the Board of Regents authorized a one year renewal (beginning September 1, 1979) of the liability insurance coverage with Granite State Insurance Company, a company within the New Hampshire Insurance Group, for officers and employees arising from use and operation of University owned and operated motor vehicles and mobile equipment. This coverage is subject to the rates and premium discount prescribed by the State Insurance Commission, the modified rates based on losses as published by the State Insurance Office and the dividend rate filed with the State Insurance Commission.

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U. T. SYSTEM: RENEWAL AND AMENDMENT OF LEASE AGREEMENT WITH THE UNIVERSITY OF TEXAS FOUNDATION, INC., COVERING KING AIRE A-100 TURBO-PROP AIRCRAFT, REGISTRATION NO. 9050V FOR FIVE-YEAR PERIOD ENDING AUGUST 31, 1984. -- Vice-Chairman Law called attention to an error in the proposed lease agreement covering the King Aire A-100 Turbo-Prop Aircraft, i. e., the amount of personal injury, death, or property damage insurance coverage to be obtained and kept in force on the leased aircraft by the Lessor as set out in paragraph 7(a)(2) in the proposed agreement should have been \$20,000,000.00 rather than the \$20,000.00 shown. During the course of the committee meeting, this error was confirmed by System Administration and authorized corrected. Further, with respect to this same paragraph, System Administration recommended that the \$50,000.00 per seat admitted liability coverage in the proposed lease be increased to \$100,000.00.

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Hence, the Committee of the Whole without objection and upon motion duly made and seconded unanimously approved a renewal Lease Agreement between The University of Texas Foundation, Inc., and the Board of Regents of The University of Texas System covering King Aire A-100 Turbo-Prop Aircraft, Registration No. 9050V, in the amended and corrected form as set out on Pages 99-102. This renewal Lease Agreement is for an additional five-year period, September 1, 1979 through August 31, 1984.

(The original lease covering this aircraft was approved by the Board of Regents at its July 19, 1974 meeting (Permanent Minutes, Volume XXI, Page 3766.)

This Lease Agreement between THE UNIVERSITY OF TEXAS FOUNDATION, INC., a Texas non-profit corporation of Austin, Travis County, Texas, hereinafter called "Lessor," and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter called "Lessee," WITNESSETH:

For and in consideration of the mutual promises, conditions, and obligations expressed herein, Lessor and Lessee agree as follows:

1. Property Leased. Lessor hereby leases to Lessee for the sole use and benefit of The University of Texas System one passenger aircraft described as a Beechcraft King Aire A-100 turbo-prop, manufacturer's serial number B-91, with all equipment and accessories attached thereto or used in connection therewith.
2. Lease Term; Rental; Renewal; and Cancellation. The term of this Lease shall be for the period beginning on September 1, 1979, and extending through August 31, 1984. Rental for the leased aircraft shall be FIFTY AND NO/100 DOLLARS (\$50.00) per month, payable by Lessee to Lessor on or before the tenth (10th) day of each successive month beginning with the month of September, 1979. Lessee shall have the option to renew this Lease for a period of five (5) years by giving notice to Lessor on or before July 31, 1984. Lessor or Lessee shall have the right to cancel this Lease Agreement upon at least thirty (30) days written notice to the other party.
3. Location of Aircraft. Lessee shall maintain the leased aircraft in Austin, Travis County, Texas, at Browning Aerial Service or such other private aircraft facility as may be mutually agreed upon in writing by Lessor and Lessee. Lessor, or its duly authorized agent or representative, shall have the right to inspect the leased aircraft at any reasonable time, either on land or aloft.
4. Maintenance; Repair; and Operation. Lessee covenants and agrees to maintain and keep the leased aircraft and all components thereof in good order and repair, in accordance with the requirements

of the Federal Aviation Administration or any other governmental authority, and within a reasonable time replace in or on such aircraft any and all parts, equipment, appliances, instruments or accessories which may be worn out, lost, destroyed, or otherwise rendered unsatisfactory or unavailable for use in or on aircraft, which replacements shall be in good operating condition and have a value, utility, and quality at least equal to that which the property replaced had and shall be free and clear of all liens and encumbrances at the time affixed to the aircraft. Lessee shall be responsible for all overhaul on the leased aircraft whenever deemed necessary and as may be required by the Federal Aviation Administration or any other governmental authority during the term of this Lease, and all engine overhaul, inspection, and maintenance service. All cost and expenses for operation, maintenance, and repair of the leased aircraft shall be paid by Lessee.

5. Pilots. Lessee covenants and agrees to permit the leased aircraft to be operated only by pilots who are duly licensed and hold current, effective certificates issued by the appropriate regulatory agency. Pilots employed to operate the leased aircraft shall be the employees and servants of Lessee, or independent contractors with Lessee, and shall be paid by Lessee. Their flight experience shall conform to the minimums set forth in the insurance policy.

6. Taxes; Licenses; Permits; and Fees. Lessee covenants and agrees to pay all taxes and fees levied or imposed by any national, state, or local law or any airport authority during the term of this Lease. Lessee further covenants and agrees to obtain and pay for all licenses and permits required by any national, state, or local law or any airport authority in connection with the operation of the leased aircraft during the term of this Lease.

7. Insurance. (a) During the term of this Lease or any extension thereof, Lessor will obtain and keep in force insurance on the leased aircraft against the following losses and hazards arising

out of or in connection with the operation of the leased aircraft:

- (1) loss or damage to the hull in the amount of \$525,000.00, or in such greater amount that may be mutually agreed to by Lessor and Lessee, including a loss payable clause that names Lessor; and
- (2) personal injury, death, or property damage in the amount of \$20,000,000.00 with admitted liability of \$100,000.00 per seat and naming both Lessor and Lessee as insureds.

Lessee will pay for all premiums for such insurance policies or will reimburse Lessor therefor, at Lessor's option.

(b) The amount of hull insurance set out in Paragraph 7(a)(1) above shall be adjusted in subsequent years in such amounts as will reflect the appraised value of the aircraft.

(c) In the event of less than total damage to the hull, Lessor agrees to use the proceeds from the insurance collected as a result of such damage to repair the aircraft in such a manner as will place the aircraft in good operating condition, but only up to the amount of such proceeds shall be expended by Lessor.

(d) Lessor shall have the right to inspect such policies at reasonable times and to demand proof of payment of premiums.

8. Sale or Total Damage to Aircraft. In the event that Lessor should sell the leased aircraft, or there shall be a total loss of the hull, after observing all other provisions of this Agreement, Lessor shall make payable to Lessee all sale or insurance proceeds of such sale or loss of hull as a gift by The University of Texas Foundation, Inc., to The University of Texas System.

9. Restrictions. Lessee covenants and agrees that leased aircraft shall not be operated at any time during the existence of any known defect which makes such aircraft unsafe for operation or when,

in the opinion of the pilot, existing weather conditions make operation of the aircraft unsafe. Lessee shall be solely responsible for all fines, penalties, or forfeitures arising out of the violation of any national, state, or local law or regulation.

10. Return of Aircraft. Lessee covenants and agrees to return the leased aircraft at the expiration of this Lease to the Lessor, at such place as shall be designated by Lessor, in the same operating order, repair, condition, and appearance as when received, excepting only for reasonable wear and tear, and damage by any cause covered by collectible insurance.

IN WITNESS WHEREOF, Lessor and Lessee have signed and executed this Lease for the consideration expressed herein, this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

ATTEST:

*Arthur Kelly*  
Secretary

THE UNIVERSITY OF TEXAS  
FOUNDATION, INC.

By: *Lee S. Hall*

ATTEST:

Betty Anne Thedford,  
Secretary  
Board of Regents of The  
University of Texas System

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

By: DAN C. WILLIAMS, Chairman

APPROVED AS TO FORM:

*James H. ...*  
University Attorney

APPROVED AS TO CONTENT:

*Edward ...*

U. T. SYSTEM: APPROVAL OF JOINT RESOLUTION BETWEEN THE UNIVERSITY OF TEXAS SYSTEM AND THE TEXAS A&M UNIVERSITY SYSTEM ESTABLISHING PROCEDURE FOR COOPERATIVE USE OF COURSES AND FACILITIES IN GRADUATE EDUCATION (REQUIRES COORDINATING BOARD APPROVAL PRIOR TO IMPLEMENTATION). -- 400

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The following Resolution (Pages 103 - 105 ) between The University of Texas System and The Texas A&M University System establishing a simplified procedure for the cooperative use of courses and facilities in graduate education was approved upon the recommendation of Chancellor Walker and without objection. This resolution was to have been considered concurrently (on July 26, 1979) by the Board of Regents of The Texas A&M University System, and it is understood that if it is also approved by that Board, the resolution will be transmitted to the Coordinating Board, Texas College and University System for appropriate action prior to implementation of the program. Participation in this program will be voluntary and operating details will be written by the graduate deans and approved by the presidents of the institutions concerned:

JOINT RESOLUTION ON THE COOPERATIVE USE  
OF COURSES AND FACILITIES IN GRADUATE EDUCATION BY  
THE UNIVERSITY OF TEXAS SYSTEM AND THE TEXAS A&M UNIVERSITY SYSTEM

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WHEREAS, the institutions in The University of Texas System and The Texas A&M University System are the major public institutions in Texas engaged in research and graduate education; and,

WHEREAS, there is an ever-increasing cost for providing the highest quality education for graduate students in Texas; and,

WHEREAS, the cost of educating certain special students may be reduced and the quality of education increased by joint use of unique graduate educational facilities and courses rather than duplicate the courses or facilities; and,

WHEREAS, on occasion there are laboratory facilities and/or graduate level course offerings which are unique to a single institution and graduate students from another institution who would benefit by the opportunity to take these courses or do research in the laboratory; and,

WHEREAS, the purpose of such cooperation is to help the graduate student to take advantage of unique educational opportunities with minimum of bureaucratic paperwork;

NOW THEREFORE, the members of the Board of Regents of The University of Texas System and the Board of Regents of The Texas A&M University System jointly adopt the following:

BE IT RESOLVED that every effort will be made by the institution to maximize the cooperation between institutions in the interest of

quality graduate education with a minimum of administrative paperwork involved; and,

BE IT FURTHER RESOLVED, that the following operating guidelines should apply:

1. A graduate student from one institution may study at a cooperating institution in a sister System when there exists a unique educational opportunity related to the student's program and interest (laboratory or course), but only with the consent of the instructor or director of the laboratory and when all concerned recognize that it is in the best interest of all parties. Such arrangements are contingent on space being readily available in the laboratory or course.
2. The graduate student will maintain registration only at the home institution. Credit for any course or work taken at an institution in a sister System will be through student registration in an appropriate course at the home institution (such as graduate special problems). The graduate dean of the sister System institution will certify the course grade to the graduate dean of the home institution by letter or on a form adopted for this purpose.
3. Graduate students doing work at a sister System institution will comply with all appropriate rules of the sister institution.
4. Graduate students will pay all applicable fees at the home institution, but none at the cooperating sister System institution. (It is anticipated that the number of students participating in this program will be small and that the paperwork associated with money exchanges will not justify such a practice.)
5. Students on a fellowship or receiving financial assistance at the home institution may continue receiving such assistance, if otherwise appropriate, while doing research in a laboratory or taking courses at a sister System institution, but will not at the same time receive financial support from the sister System institution. The cooperating sister System institution assumes no financial responsibility for the student.



6. Other operating details which may be needed will be worked out within these guidelines by the graduate deans of the individual cooperating institutions with the approval of the presidents of the institutions concerned.

Executed in duplicate originals, this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

\_\_\_\_\_  
E. D. Walker  
Chancellor  
The University of Texas System

\_\_\_\_\_  
Clyde H. Wells  
Acting Chancellor  
The Texas A&M University System

Certificates of Approval

I hereby certify that the foregoing agreement was approved by the Board of Regents of The University of Texas System on \_\_\_\_\_ day of \_\_\_\_\_, 1979.

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

I hereby certify that the foregoing agreement was approved by the Board of Regents of The Texas A&M University System on \_\_\_\_\_ day of \_\_\_\_\_, 1979.

\_\_\_\_\_  
Secretary, Board of Regents  
The Texas A&M University System

U. T. SYSTEM (U. T. ARLINGTON, U. T. AUSTIN, U. T. DALLAS, U. T. EL PASO, U. T. PERMIAN BASIN, U. T. SAN ANTONIO, U. T. TYLER, DALLAS HEALTH SCIENCE CENTER, GALVESTON MEDICAL BRANCH, HOUSTON HEALTH SCIENCE CENTER, SAN ANTONIO HEALTH SCIENCE CENTER, UNIVERSITY CANCER CENTER AND TYLER HEALTH CENTER): AUTHORIZATION TO REQUEST STATE COMPTROLLER FOR TRANSFER OF FUNDS BETWEEN LEGISLATIVE APPROPRIATION ITEMS DURING 1980-81 BIENNIIUM (ARTICLE IV, H.B. 558, 66TH LEG., R.S., 1979). -- Upon motion duly made and seconded, the following resolution was unanimously adopted:

Pursuant to the appropriate transfer provisions of Article IV, H.B. 558, 66th Legislature, Regular Session, 1979, it is hereby resolved that the State Comptroller be requested to make necessary transfers within the Legislative Appropriations from the General Revenue Fund for each of the following components as authorized by the appropriate administrative officials of The University of Texas System institution concerned:

The University of Texas at Arlington  
 The University of Texas at Austin  
 The University of Texas at Dallas  
 The University of Texas at El Paso  
 The University of Texas of the Permian Basin  
 The University of Texas at San Antonio  
 The University of Texas at Tyler  
 The University of Texas Health Science Center at Dallas  
 The University of Texas Medical Branch at Galveston  
 The University of Texas Health Science Center at Houston  
 The University of Texas Health Science Center at San Antonio  
 The University of Texas System Cancer Center  
 The University of Texas Health Center at Tyler

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*Rules + Regulations - Outside Employment*

U. T. AUSTIN: AUTHORIZATION FOR DR. WILLIAM L. FISHER TO SERVE ON OUTER CONTINENTAL SHELF ADVISORY BOARD OF U. S. DEPARTMENT OF INTERIOR [REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTIONS 13.(10) AND 13.(11) (OUTSIDE EMPLOYMENT)]. -- Without objection, and upon the recommendation of President Rogers and Chancellor Walker, Dr. William L. Fisher, Director of the Bureau of Economic Geology and Professor of Geological Sciences, The University of Texas at Austin, was granted permission to serve on the Outer Continental Shelf Advisory Board of the U. S. Department of the Interior. Dr. Fisher's appointment was made by Secretary of the Interior Andrus upon the recommendation of Governor Clements. Dr. Fisher will serve without remuneration.

This appointment is of benefit and interest to the University and to the State of Texas and creates no conflict with Professor Fisher's position with the University. 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.

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*R + R - outside Employment*

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U. T. AUSTIN: AUTHORIZATION FOR PROFESSOR THOMAS BUERGENTHAL, SCHOOL OF LAW, TO SERVE AS JUDGE ON THE INTER-AMERICAN COURT OF HUMAN RIGHTS FOR SIX YEAR PERIOD [REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTIONS 13. (10) AND 13. (11) (OUTSIDE EMPLOYMENT)]. -- Upon the recommendation of President Rogers and Chancellor Walker and without objection, Professor Thomas Buergenthal, School of Law, The University of Texas at Austin, was granted permission to serve as a judge on the Inter-American Court of Human Rights for a period of six years. Professor Buergenthal was asked to serve by Alejandro Orfila, Secretary General of the Organization of American States (OAS), based on action by the OAS General Assembly. Service on the Court will not provide remuneration other than travel expenses and related costs.

This appointment is of benefit and interest to the University and to the United States and creates no conflict with Professor Buergenthal's position with the School of Law. 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.

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*Establishment*

U. T. TYLER (TEXAS EASTERN UNIVERSITY): RESOLUTION ACKNOWLEDGING TRANSFER OF TEXAS EASTERN UNIVERSITY INTO THE UNIVERSITY OF TEXAS SYSTEM, EFFECTIVE SEPTEMBER 1, 1979. -- Without objection, the following resolution acknowledging transfer of Texas Eastern University into The University of Texas System, effective September 1, 1979, was adopted:

WHEREAS, Governor William P. Clements signed Senate Bill 906 on June 2, 1979, transferring Texas Eastern University into The University of Texas System as The University of Texas at Tyler, effective September 1, 1979;

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NOW, THEREFOR, BE IT RESOLVED, That The University of Texas System Board of Regents hereby acknowledges and accepts the administrative responsibility placed upon the Board by the legislative and gubernatorial actions creating The University of Texas at Tyler as a component institution within The University of Texas System; and

BE IT FURTHER RESOLVED, That The University of Texas System Board of Regents supports Texas Eastern University's smooth transition into The University of Texas System through the cooperative efforts of representatives from Texas Eastern University and The University of Texas System Administration; and

BE IT FURTHER RESOLVED, That the Board of Regents pledges its support to the fulfillment of U. T. Tyler's role and scope, and the institution's service to its community; and

BE IT FURTHER RESOLVED, That this Board of Regents will continue existing programs at U. T. Tyler, but will consider changes recommended by the institution's faculty and administration in the future; and

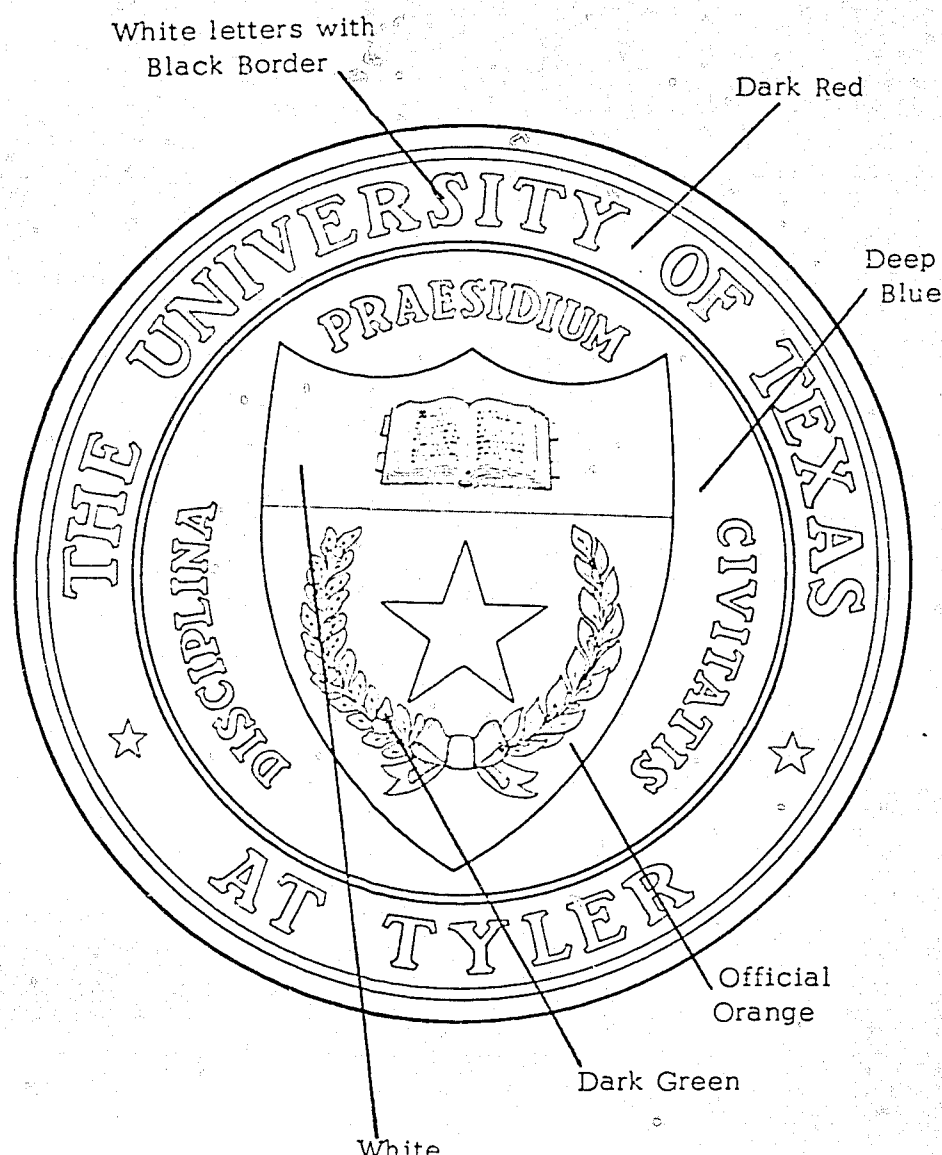
BE IT FURTHER RESOLVED, That appropriate statements regarding policy and regulations of the Board of Regents of The University of Texas System will be provided for insertion in existing institutional catalogues; and

BE IT FURTHER RESOLVED, That The University of Texas System Board of Regents acknowledges the contributions made to Texas Eastern University by its faculty, administration, and Regents and extends its welcome to the faculty and administration as members of The University of Texas System.

*UT System - Seals (o)*

U. T. TYLER: APPROVAL OF OFFICIAL SEAL, -- Upon the recommendation of President Stewart and Chancellor Walker and without objection, an official seal in the form set out below was approved for The University of Texas at Tyler. The design and color of the seal are the same as The University of Texas System seal with the name of the institution inscribed in the outer ring using 60-point Univers 65 style type face:

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*System Wide Agreements*  
DEPOSITORY BANKS (SPECIAL) - U. T. TYLER: RESOLUTION DESIGNATING CITIZENS FIRST NATIONAL BANK, TYLER BANK & TRUST, AND THE PEOPLES NATIONAL BANK, ALL OF TYLER, TEXAS, SPECIAL DEPOSITORY BANKS FOR RECEIVING AND KEEPING FUNDS ARISING FROM LOCAL INCOME REQUIRED BY LAW TO BE DEPOSITED IN STATE TREASURY (SECTION 51.008, TEXAS EDUCATION CODE). -- Upon motion duly made and seconded and without objection, the following

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resolution was adopted designating special depository banks to receive funds arising from local income at The University of Texas at Tyler required by law to be deposited in the State Treasury: 4033

Resolution

Under the provisions of Section 51.008 of the Texas Education Code and Section 10b, Article IV, H. B. 558, as well as S. B. 906, 66th Legislature, Regular Session, the Board of Regents of The University of Texas System designate the following special depository banks to receive from the State Treasury those institutional receipts arising from local income of educational activities which are required to be deposited in the State Treasury by the following named institution:

The University of Texas at Tyler (Fund 228):

Citizens First National Bank, Tyler, Texas  
Tyler Bank & Trust, Tyler, Texas  
The Peoples National Bank, Tyler, Texas

This designation of the above named banks shall be effective as of September 1, 1979.

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

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

U. T. SYSTEM: POLICY REGARDING LONGEVITY PAY (H. B. 454, 66TH LEGISLATURE, R. S. , 1979). --In accordance with authorization granted under H. B. 454, 66th Legislature, R. S. , 1979, and upon the recommendation of Chancellor Walker, the Board of Regents adopted the following policy:

The longevity payment rate of The University of Texas System will be \$4.00 per month for each year of service as an employee of the State up to and including 25 years of service with such

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longevity pay to commence at the end of the fifth year of service and be increased at the end of each five years thereafter.

The Legislature appropriated approximately one-half of the cost to implement this policy. The remaining cost will be taken from other funds.

SCHEDULED MEETINGS -- In addition to the previously scheduled meetings of the Board of Regents, a meeting was scheduled on February 28-29, 1980 at The University of Texas at Arlington, Arlington, Texas. The meetings scheduled thus far are:

- October 11-12, 1979, at The University of Texas Health Science Center at Dallas, Dallas, Texas
- December 6-7, 1979, in Austin
- February 28-29, 1980, at The University of Texas at Arlington, Arlington, Texas

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COMMITTEE OF THE WHOLE - EXECUTIVE SESSION  
 (Pages 110-111)

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In accordance with Vernon's Texas Civil Statutes, Article 6252-17, Sections 2(e), (f) and (g), the members of the Board of Regents met in Room 4.02.12 (fourth floor, John Peace Library) in Executive Session immediately following the Open Session of the Committee of the Whole.

In addition to the following items which Chairman Williams presented for consideration of the Board, the Committee of the Whole in Executive Session (1) heard an oral report by Mr. William J. Murray of Austin, Texas, relating to gas royalties on University Lands; no action was requested or taken with respect to this report (Page 83); (2) discussed a recommendation to accept tender offer of 1.65 acres of land and to establish fund for alternative energy research and development at U. T. Austin (Page 94); and (3) discussed a recommendation to advertise for sealed bids for oil and gas leases on land out of the Frank B. Cotton Estate in Hudspeth County, Texas - U. T. El Paso (Page 94). All of these items were referred to the Executive Session by the Land and Investment Committee:

*Litigation (L)*  
UNIVERSITY CANCER CENTER (M. D. ANDERSON) - SETTLEMENT OF ETTA SORRELL BRASWELL, ET AL. v. J. B. MONEY, ET AL., CIVIL ACTION NO. 79330, CIRCUIT COURT, MONTGOMERY COUNTY, ALABAMA: AUTHORIZATION TO EXECUTE DOCUMENTS NECESSARY TO SETTLE LITIGATION AND DEEDS AND DOCUMENTS NECESSARY TO DISPOSE OF UNDIVIDED INTEREST IN REAL PROPERTY RECEIVED PURSUANT TO SETTLEMENT. -- Vice-Chairman Law moved that the following recommendations of Chancellor Walker and the Office of General Counsel be approved:

That the Board of Regents approve the proposal to settle the Will contest in the case of Etta Sorrell Braswell, et al, v. J. B. Money, et al, Civil Action 79330, in the Circuit Court of Montgomery County, Alabama, now pending in Alabama, in which M. D. Anderson Hospital and Tumor Institute is a devisee under one of the three Wills left by Mrs. Anise J. Sorrell. It is also recommended that the Board authorize all documents necessary to settle this litigation be executed by Mr. James G. Clower, local counsel in the State of Alabama

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for The University of Texas System Cancer Center, after same have been approved by the Office of General Counsel. It is further recommended that the Board authorize the Chairman of the Board to execute any and all deeds and documents necessary to dispose of the undivided interest in certain real property which The University of Texas System Cancer Center will receive pursuant to this settlement after same have been approved by the Office of General Counsel.

Regent Fly seconded the motion which was adopted by unanimous vote.

TYLER HEALTH CENTER: AUTHORIZATION TO PURCHASE PORTABLE BUILDING UNDER LEASE SINCE OCTOBER 1975 FROM MORGAN PORTABLE BUILDING CORPORATION, HOUSTON, TEXAS. -- Pursuant to V. T. C. S., Article 6252-17, Section 2(f) - Land Acquisition and Negotiated Contracts - Superintendent Hurst and Chancellor Walker presented for consideration a proposal to purchase a portable building which The University of Texas Health Center at Tyler had been leasing from Morgan Portable Building Corporation of Houston, Texas, since October 1975.

Upon motion of Regent Newton, seconded by Regent Hay, authorization was given to purchase this portable building from Morgan Portable Building Corporation for \$22, 800 payable from Account No. 614-1020-005, Education Maintenance Operation.

The building contains 2, 108 square feet of space and will continue to be utilized, as it has in the past, for office space for the Tyler Health Center personnel.

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*Litigation (2)*

U. T. ARLINGTON: CONCURRENCE IN FINDINGS OF HEARING COMMITTEE RELATING TO NONRENEWAL OF CONTRACT OF ASSISTANT PROFESSOR TERRY W. ROMBOUGH FOR 1979-80 ACADEMIC YEAR (REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTION 6. 35). -- The written allegations of Assistant Professor Terry W. Rombough, together with a transcript of a hearing and the findings of the Hearing Committee, with respect to the decision not to renew the contract of Assistant Professor Rombough for the 1979-80 academic year in the Department of Sociology at The University of Texas at Arlington had been transmitted to the members of the Board of Regents prior to the meeting.

Professor Rombough and Mr. Robert Giddings (an attorney in the Office of General Counsel) appeared before the Board when the matter was discussed in Executive Session.

Vice-Chairman Law moved that the Regents concur in and approve the findings of the Hearing Committee that there was insufficient evidence to reverse the decision regarding the nonrenewal of Professor Rombough's contract. Regent Richards seconded the motion which was unanimously approved.

This final decision was made in accordance with Section 6. 35, Chapter III, Part One of the Regents' Rules and Regulations.

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OTHER MATTERS

U. T. SYSTEM: 1979-80 OPERATING BUDGETS INCLUDING AUXILIARY ENTERPRISES, GRANTS AND GOVERNMENT FUNDS, RESTRICTED CURRENT FUNDS AND MEDICAL SERVICES RESEARCH DEVELOPMENT PROGRAMS. -- Following the Report of the Executive Session of the Committee of the Whole, Chairman Williams called on Chancellor Walker to present the 1979-80 Operating Budgets for The University of Texas System. Chancellor Walker submitted the following:

"The Operating Budgets before you for consideration are drafted in conformity with 1979-80 Budget Policies and Limitations adopted by the Board of Regents on February 9, 1979 and are in compliance with the General Appropriations Bill and the Applicable Riders thereto.

1. The Mandatory 5.1% Salary Increase as required by Rider for those employees making \$15,000 or less.
2. Total Salary Increases are within 7% Federal guidelines.
3. All Classified Personnel Salary Increases were in accordance with the Personnel Pay Plan adopted by the Board of Regents.
4. Faculty Salaries at Medical Units both from State Appropriations and Practice Funds are in accordance with State Salary levels and the Augmentation percentages adopted by the Board of Regents.
5. The Overall Budget before you today for consideration is increased approximately \$165,000,000, or 21% over the 1978-79 Budget. - This is the largest Operating Budget ever proposed for The University of Texas System.
6. The Overall Budget total is approximately \$960,000,000 from all sources of Funds including Auxiliary Enterprise, Research, Gifts and Grants, Local Income and General Revenue.
7. Social Security payment by Legislature from General Revenue. Increase from \$15 to \$35 for Insurance Premium Matching in 1980 and \$15 to \$40 in 1981.
8. You will note in the Budget Summaries - Supplemental Data that there has been an improvement in all Faculty Salary levels at all institutions with some very minor exceptions.

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9. It is requested that these budgets be approved with permission for clerical and editorial changes to be made."

Upon motion of Regent Sterling, seconded by Regent Fly, the 1979-80 Operating Budgets for The University of Texas System as listed below were approved by unanimous vote with permission to the Budget Director to make any necessary clerical and/or editorial changes. These budgets are a part of the Minutes of this meeting, and the official copy is in bound Volume XXXIV entitled Annual Budgets for 1979-80:

System Administration and Available University Fund  
 The University of Texas at Arlington  
 The University of Texas at Austin  
 The University of Texas at Dallas  
 The University of Texas at El Paso  
 The University of Texas of the Permian Basin  
 The University of Texas at San Antonio  
 The University of Texas Institute of Texan Cultures at San Antonio  
 The University of Texas at Tyler  
 The University of Texas Health Science Center at Dallas  
 The University of Texas Medical Branch at Galveston  
 The University of Texas Health Science Center at Houston  
 The University of Texas Health Science Center at San Antonio  
 The University of Texas System Cancer Center  
 The University of Texas Health Center at Tyler

These Operating Budgets include Auxiliary Enterprises, Grants and Government Funds, Restricted Current Funds and Medical Services Research Development Programs.

ADJOURNMENT. -- Upon motion of Regent Hay, the Board having concluded its business adjourned at 3:10 p. m.

Betty Anne Thedford  
 Secretary

August 8, 1979