

21

MATERIAL SUPPORTING THE AGENDA

Volume XVIIa

September 1969 - December 1969

This volume contains the Material Supporting the Agenda furnished to each member of the Board of Regents prior to the meetings held on September 12, October 31, and December 12, 1969.

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

- (1) white paper - for the documentation of all items that were presented before the deadline date
- (2) blue paper - all items submitted to the Executive Session of the Committee of the Whole and distributed only to the Regents, Chancellor, and Chancellor Emeritus
- (3) yellow paper - emergency items distributed at the meeting

Material distributed at the meeting as additional documentation is not included in the bound volume, because sometimes there is an unusual amount and other times maybe some people get copies and some do not get copies. If the Secretary were furnished a copy, then that material goes in the appropriate subject folder.



THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Material Supporting

Agenda

Meeting Date: October 31, 1969

Meeting No.: 673

Name: Official Copy

RESOLUTION

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

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

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

SIGNED:

President Norman Hackerman
The University of Texas at Austin

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

President Frank Harrison
The University of Texas at Arlington

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

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

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

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

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

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

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

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

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

~~SECRET~~
OFFICE OF THE CHANCELLOR
INTER-OFFICE MEMORANDUM

DATE 10/29/69

TO: Dr. LeMaistre. Copy to Dr. Ransom

FROM: hj

SUBJECT: Draft of Institutional Heads' Resolution

After talking with you this morning, I talked with Miss Thedford. She advised me on how to put the resolution in proper form and was extremely helpful in polishing up the middle paragraph which is now different from the draft I left with you this morning.

SUPPLEMENTARY AGENDA
BOARD OF REGENTS
OF
THE UNIVERSITY OF TEXAS SYSTEM

Meeting No. 673

October 31, 1969

NAME _____

CALENDAR
BOARD OF REGENTS
OF
THE UNIVERSITY OF TEXAS SYSTEM

October 31, 1969

*Place: U. T. (Southwestern) Medical School at Dallas
Student Union Building
Dallas, Texas

**Meeting Room: Student Lounge

Friday, October 31, 1969--The Committees will meet in the order set out below, followed by the Meeting of the Board:

9:00 a. m.

Executive Committee

Academic and Developmental
Affairs Committee

Land and Investment Committee

Medical Affairs Committee

Buildings and Grounds Committee

Committee of the Whole

Meeting of the Board

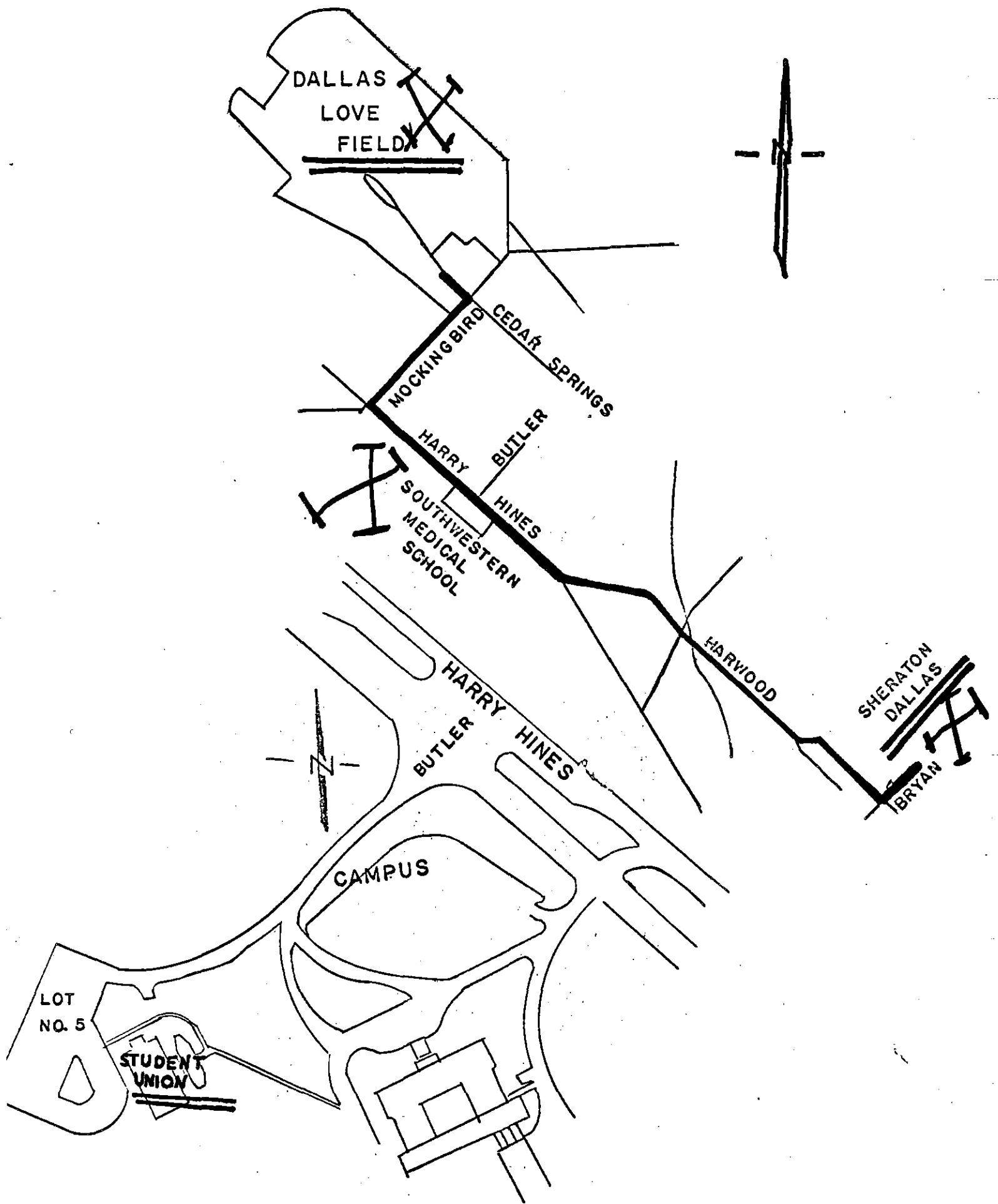
Lunch will be served at noon in the room adjacent to the Student Lounge.

Telephone Numbers:

Dean Sprague's Office	631-3220 Ext. 241
Sheraton-Dallas Hotel	748-6211
Airlines:	
American	821-3221
Braniff International	357-9511
Continental	826-6810
Texas International	826-2000
Texas Motor Coaches (Grand Prairie)	236-3711

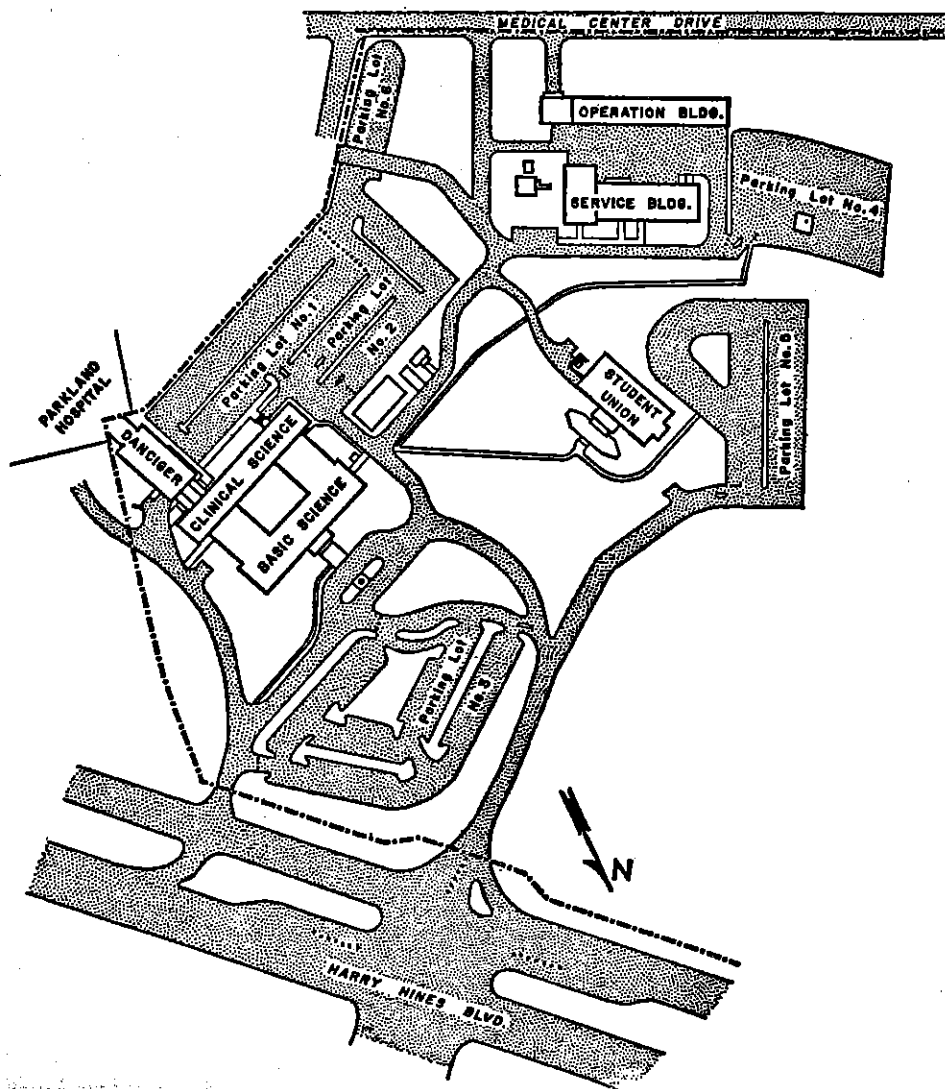
*On the following page is a map showing the route from the Sheraton-Dallas (headquarters hotel) to the Dallas Medical School and from Love Field to the Dallas Medical School.

**The room adjoining the Student Lounge will serve as a waiting room.



Coming out of the Sheraton-Dallas Parking Lot on Pearl Street, turn right on Bryan Street, proceed down Bryan to Harwood and turn right, proceed down Harwood to Harry Hines, and veer to the left on Harry Hines to reach the Medical School

THE UNIVERSITY OF TEXAS (SOUTHWESTERN) MEDICAL SCHOOL
5323 Harry Hines Boulevard, Dallas



Executive Committee

EXECUTIVE COMMITTEE

Date: October 31, 1969

Time: 9:00 a. m.

Place: Student Lounge
Student Union Building
Dallas Medical School
Dallas, Texas

The report of the interim actions taken by mail ballot since September 12, 1969, will be in the Supplementary Agenda Material, together with any items that may be submitted for consideration by the Executive Committee.

EXECUTIVE COMMITTEE

Supplementary Agenda

Date: October 31, 1969

Time: 9:00 a. m.

Place: Student Lounge
Student Union Building
Dallas Medical School
Dallas, Texas

	<u>Page</u> <u>EXEC</u>
1. U. T. Austin: Minutes of the Meetings of the Board of Directors of Texas Student Publications, Inc. (1-M-69)	3
2. U. T. Austin: Lease from Jesse E. Hendricks of Space at 1803-05 Rosewood, Austin, Texas, for Legal Aid Clinic (2-M-69)	3
3. Galveston Medical Branch: Leases with The Sealy and Smith Foundation in the Sealy and Smith Professional Building (Renewal for Children and Youth Project and Amendment to Lease for Use of The Marine Biomedical Institute) (3-M-69)	3
4. U. T. Austin: Minutes of the Meeting of the Board of Directors of the Texas Union (4-M-69)	3
5. U. T. Austin, U. T. Arlington: Approval of Appointments to Advisory Councils (5-M-69)	4
6. System Administration, U. T. Austin, U. T. El Paso, U. T. Arlington, Dallas Medical School, Galveston Medical Branch, M. D. Anderson: Amendments to the 1969-70 Budgets (1-B-69)	4

REPORT OF INTERIM ACTIONS

Since the last report of the Executive Committee on September 12, 1969, the following actions have been taken by the Executive Committee by mail ballot:

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

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

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

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

A. The University of Texas at Austin

(1) School of Communication Foundation Advisory Council

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

(2) Pharmaceutical Foundation Advisory Council

a. Reappointment for a second term:

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

b. Appointment for an initial term:

Mrs. Irma Marusich, El Paso

B. The University of Texas at Arlington Foundation Advisory Council

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

6. System Administration, U. T. Austin, U. T. El Paso, U. T. Arlington, Dallas Medical School, Galveston Medical Branch, M. D. Anderson: Amendments to the 1969-70 Budgets (1-B-69). -- The following amendments to the 1969-70 budgets of System Administration, The University of Texas at Austin, The University of Texas at El Paso, The University of Texas at Arlington, The University of Texas (Southwestern) Medical School at Dallas, The University of Texas Medical Branch at Galveston, and The University of Texas M. D. Anderson and Tumor Institute at Houston were approved (Pages 4-21):

Source of Funds - Departmental Appropriations
(Unless Otherwise Specified)

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

System Administration

1. Transfer of Funds

Amount of Transfer - \$25,000

To: System Administration Unallocated Account

From: Available University Fund Unappropriated Balance

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

The University of Texas at Austin

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

The University of Texas at Austin (continued)

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

The University of Texas at Austin (continued)

<u>Item No.</u>	<u>Explanation</u>	<u>No. Mos.</u>	<u>Base 1968-69 Rate</u>	<u>Original 1969-70 Budget Rate</u>	<u>Recommended 1969-70 Rate Sept. 1, 1969</u>
<u>GOVERNMENT CONTRACT FUNDS (Continued)</u>					
<u>Research and Development Center for Teacher Education</u>					
31.	Assistant Director Hilton R. Pankratz	12	\$14,000	\$ ---	\$ 15,350
32.	Social Science Research Associate V Cheri L. Lewis	12	10,020	---	11,400
33.	Social Science Research Associate V Owen R. Pratz	12	10,020	---	12,000
<u>Special Education Instructional Materials Center</u>					
34.	Field Director (Faculty) Margaret H. Booker	12	14,200	---	15,200
<u>AUXILIARY ENTERPRISES FUNDS:</u>					
<u>Student Health Center</u>					
35.	Physician, General Medicine Joseph P. Quander, Jr.	12	17,000	17,000	18,000
<u>University of Texas Press</u>					
36.	Artist II Margaret B. R. Lynn	12	4,584	5,028	5,784
<u>TRANSFER OF FUNDS:</u>					
37.	Special Services Division Amount of Transfer - \$30,000 To: Special Services - Salaries From: Available University Fund Unappropriated Balance				
<p>This transfer is for the purpose of funding the reappointments of an Assistant Director of Security (George E. Williamson), a Special Research Associate (George R. Blich), and secretarial assistance.</p>					
38.	Texas Union Amount of Transfer - \$34,100 To: Texas Union - Remodeling of Dining Facilities (\$17,500) Texas Union - Other Expenses - Furniture and Equipment (\$16,600) From: Reserve for Major Repairs, Remodeling, Replacement, and Operation (Unappropriated Balance - Texas Union)				
<p>This transfer will provide funds for repainting the dining area, remodeling the service line, installing a snack bar, and equipment including chairs, booths, etc.</p>					

The University of Texas at Austin(continued)

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

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

Zoology

40.	Research Scientist Associate I Margaret T. Denell	12	\$ 7,104	\$ ---	\$ 8,880
	Source of Funds: USPHS Contract				

The University of Texas at El Paso

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

The University of Texas at El Paso (continued)

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

The University of Texas at El Paso (continued)

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

The University of Texas at El Paso (continued)

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

The University of Texas at El Paso (continued)

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

The University of Texas at El Paso (continued)

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

The University of Texas at El Paso (continued)

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

The University of Texas at El Paso (continued)

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

The University of Texas at El Paso (continued)

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

The University of Texas at El Paso (continued)

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

GRAND TOTAL

268. Physical Plant

Transfer of Funds

Amount of Transfer - \$24,262

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

From: Unappropriated Balance - General Funds

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

The University of Texas at Arlington

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

The University of Texas (Southwestern) Medical School at Dallas

<u>Item No.</u>	<u>Explanation</u>	<u>No. Mos.</u>	<u>Base 1968-69 Rate</u>	<u>Original 1969-70 Budget Rate</u>	<u>Recommended 1969-70 Rate Sept. 1, 1969</u>
<u>Internal Medicine</u>					
1.	Professor William F. Miller Sources of Funds: Methodist Hospital and USPHS Contract	12	\$25,000	\$ 25,000	\$ 28,000
2.	Associate Professor Fouad A. Bashour Sources of Funds: Methodist Hospital and USPHS Contract	12	24,000	24,000	27,000
<u>Obstetrics and Gynecology</u>					
3.	Instructor Frances Martin Sources of Funds: USPHS Contracts	12	11,000	11,880	15,000
<u>Pediatrics</u>					
4.	Assistant Professor Paschal LaRuffa Source of Funds: USPHS Contract	12	19,000	19,000	20,000
5.	Assistant Professor Amy Talbot Source of Funds: USPHS Contract	12	14,000	14,500	15,750
6.	Instructor Melvin A. Berke Source of Funds: USPHS Contract	12	13,000	13,500	14,000
7.	Instructor Kem Kelly Source of Funds: USPHS Contract	12	18,500	18,500	19,500
8.	Instructor Nancy White Source of Funds: USPHS Contract	12	14,000	14,000	15,500
9.	Instructor Edward L. Coben Source of Funds: USPHS Contract	12	10,600	11,250	12,200
<u>Psychiatry</u>					
10.	Clinical Assistant Professor James D. Uloth Source of Funds: Presbyterian Hospital	12	19,000	19,000	20,000
<u>Surgery</u>					
11.	Instructor Stennis D. Wax Sources of Funds: Departmental Faculty Salaries and USPHS Contract	12	13,000	13,000	14,000
<u>Water Purification</u>					
12.	Engineering Technician II Samuel L. Driskill Source of Funds: USPHS Contract	12	\$ 8,520	---	\$ 9,600

The University of Texas Medical Branch at Galveston

<u>Item No.</u>	<u>Explanation</u>	<u>No. Mos.</u>	<u>Base 1968-69 Rate</u>	<u>Original 1969-70 Budget Rate</u>	<u>Recommended 1969-70 Rate Sept. 1, 1969</u>
<u>Anatomy</u>					
1.	Associate Professor Glenn V. Russell Sources of Funds: Departmental Faculty Salaries and HEW Grant	12	\$16,500	\$ 18,000	\$ 18,500
<u>The Marine Biomedical Institute</u>					
2.	Administrator - Marine Biology Laboratory Robert W. Martindale	12	16,000	16,000	18,000

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

Item No.	Explanation	No. Mos.	Base 1968-69 Rate	Original 1969-70 Budget Rate	Recommended 1969-70 Budget Sept. 1, 1969
<u>Pathology</u>					
1.	Assistant Biochemist and Assistant Professor of Biochemistry Mabelle E. Mayne Source of Funds: NIH Contract	12	\$15,000	\$ 15,000	\$ 16,000
2.	Assistant Chemist (Analytical) Charles R. Knowles Source of Funds: NIH Contract	12	15,000	16,500	17,500
<u>Office of Education</u>					
3.	Fellow in Radiotherapy Howard T. Barkley, Jr. Source of Funds: NIH Contract	12	16,000	---	17,000
4.	<u>Transfer of Funds</u>				
	Amount of Transfer - \$100,000				
	To: Remodeling for Clinical Pathology (Plant Funds)				
	From: Unappropriated Balances (General Funds)				

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

**Academic and Developmental Affairs
Committee**

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE

Date: October 31, 1969

Time: Following the meeting of the Executive Committee

Place: Student Lounge
Student Union Building
Dallas Medical School
Dallas, Texas

	<u>Page</u> <u>A & D</u>
1. U. T. System: Chancellor's Docket No. 35	2
2. Report by the Executive Director of Activities of The University of Texas System Develop- ment Board	2

1. U. T. System: Chancellor's Docket No. 35. --Chancellor's Docket No. 35 was distributed by the Secretary to each Regent on October 14, 1969, together with a mail ballot for approval, disapproval, or any exceptions. The ballots are due by the close of business on October 28, and the results thereof will be reported at the meeting of the Academic and Developmental Affairs Committee.

2. Report by the Executive Director of Activities of The University of Texas System Development Board. --The following written report is submitted by Mr. Blunk, the Executive Director of The University of Texas System Development Board. This report relates the activities of the Development Board since the Regents' last meeting on September 12, 1969.

- a. The University of Texas System Development Board: Gift Reporting:
Gifts and grants are reported to the Board of Regents routinely through established procedures.

- b. The University of Texas System Development Board: Meeting:
New Officers: Standing Committee Memberships:

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

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

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

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

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

c. The Chancellor's Council: Third Annual Meeting: Executive Committee Election: New Officers:

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

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

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

d. The University of Texas Foundation, Inc., Board of Directors Meeting: Reappointment of Board Members (1970-1972):

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

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

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

e. Development Board: Next Meeting Date, Place:

At its October 4, 1969, meeting the Development Board set its next meeting for January 15, 1970, at Austin.

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE

Supplementary Agenda

Date: October 31, 1969

Time: Following the meeting of the Executive Committee

Place: Student Lounge
Student Union Building
Dallas Medical School
Dallas, Texas

	<u>Page</u> <u>A & D</u>
3. U. T. Austin: Report by President Hackerman on the Campus Services, Inc., and the Ex-Students' Association	5
4. U. T. Austin: Proposed Appropriations of Funds from Unallocated Balance of Retained Earnings of Campus Services, Inc., for Certain Student Activities	14
5. U. T. Arlington: Proposed Bachelor of Arts Degree in Health and Physical Education	14
6. Galveston Medical Branch: Dual Positions Pursuant to Section 33, Article XVI, Constitution of Texas	14

3. U. T. Austin: Report by President Hackerman on the Campus Services, Inc., and the Ex-Students' Association. --

Review of Existing Contracts

Contracts between The University of Texas and the Ex-Students' Association concerning campus vending

1. Campus Vending Machines.
 - a. Original contract executed on February 29, 1960.
 - b. Term is from year to year - September 1 of one year till August 31 of the following year.
 - c. May be "terminated by either party upon giving ninety (90) days' written notice to the other party."
2. Athletic Concessions.
 - a. Original contract executed October 25, 1965.
 - b. Term is from year to year - September 1 of one year till August 31 of the following year.
 - c. May be "terminated by either party upon giving ninety (90) days' written notice to the other party."
3. Laundry Machines.
 - a. Original contract executed September 30, 1965.
 - b. Term is for 5 years beginning September 30, 1965.
 - c. May be "terminated by either party upon giving ninety (90) days' written notice to the other party."

*Note: In all of the above contracts permission is specifically given to assign the "rights and privileges" of these contracts to Campus Services, Inc. Further assignment must be with the consent of the University.

Contracts between Campus Services, Inc. and vending operators

1. The Neeley Vending Company - food and drink
 - a. Includes on-campus food and drink vending machines, excluding bottled soft drinks.
 - b. Original contract executed August 15, 1963.
 - c. Original contract ". . . shall continue in effect through the 31st day of August, 1964, unless modified in writing by the mutual agreement of the parties hereto . . ." There have been written modifications and this contract is currently in effect.
 - d. May be "terminated by either party on giving sixty (60) days' written notice to the other party."

2. Convenience, Inc. - laundry contract.
 - a. Original contract executed September 1, 1965.
 - b. Contract period for 5 years to expire September 1, 1970.
 - c. May be terminated on 90 days' written notice by either party.
 - d. Rates and minimum guarantees re-negotiable upon 60 days' notice.
 - e. The University of Texas - Ex-students' contract regarding laundry arrangements is made a part of this contract.
3. Vend-A-Copy, Inc. - copying machines.
 - a. Original contract executed November 21, 1968.
 - b. May be "terminated by either party upon giving 30 days' written notice to the other party."
4. Sandahl Beverages - Pepsi Cola.
 - a. Current contract executed March 31, 1960.
 - b. Termination ". . . on the 31st day of August, 1961, unless modified in writing by the mutual agreement of the parties hereto..." This contract has been modified and is considered in effect by both parties.
 - c. May be ". . . terminated by either party by giving sixty (60) days' written notice to the other party..."
5. Coca-Cola

Note: From the available sources this contract has not been located. Amendments to the contract have been located and from these it is determined the original contract was executed on March 31, 1960 - the same date as the Sandahl contract above.
6. Dr. Pepper

Note: From the available sources this contract has not been located. Amendments to the contract have been located and from these it is determined the original contract was executed on March 31, 1960 - the same date as the Sandahl contract above.

Recommendations

Deputy Chancellor LeMaistre, Executive Vice-Chancellor McKetta, and Executive Vice-Chancellor Walker recommend the adoption of the following recommendations. These are also set out under Section C (Pages 12-13):

1. The contract arrangements with the Ex-Students Association for the operation of vending machines concessions, including washers and driers, etc., be terminated by giving 90 days written notice, as provided in the current contracts.

2. The University of Texas at Austin operate the vending machines on the campus at Austin and assume the existing sub-contracts between Campus Services, Inc. and the several vendors for the remainder of the fiscal year 1969-70.
3. The vending machines operations, under University of Texas management, be classified as an auxiliary enterprise in U.T. Austin accounts entitled "Special Concessions".
4. Appropriations or allocations of the net income from the "Special Concessions" account be approved by the Board of Regents.
5. The present allocation of income to the auxiliary enterprise units be continued.
6. The amount of Retained Earnings of Campus Services, Inc., accrued under the contract between The University of Texas and the Ex-Students Association and Campus Services, Inc., be paid by the Ex-Students Association and Campus Services, Inc. to The University of Texas in a lump sum (now estimated to be approximately \$90,000 to \$100,000) upon termination of the contract.
 - 6.1 These retained earnings be deposited in a U.T. Austin current restricted fund account entitled "Retained Earnings - Campus Services".
 - 6.2 All appropriations from this fund are to be approved by the Board of Regents.

In addition, it is further recommended that budgets for the allotment of funds to different uses (Recommendations 4 and 6.2 above) be developed by The University of Texas at Austin for approval by the Board of Regents in order to avoid item-by-item, ad hoc considerations similar to those present at this meeting of the Board. President Hackerman has requested permission to present in writing possible modifications of these recommendations at the time of the Board meeting.

This set of recommendations is on the first of three areas having been studied. (The report is on Pages 9-13). The other two areas requiring more study are (1) Intercollegiate Athletic Concessions and (2) Alumni Records Computer and Alumni Center Arrangements. Reports and recommendations will be made on these two items at the December meeting. Similar studies are underway at the other components and will be presented to the Board at future meetings.

Background Information

October 1, 1969

Dr. Charles A. LeMaistre
Deputy Chancellor
The University of Texas System

Dear Dr. LeMaistre:

The University of Texas through its Board of Regents has entered into three contracts with the Ex-Students' Association concerning vending operations. One contract covers food and drink machines; a second involves the laundry operation; and a third covers the athletic concessions. Each contract may be "terminated by either party upon giving ninety days' written notice to the other party."

The Law Office has received two sections of a report entitled "Contracts and Agreements Between The University of Texas at Austin and the Ex-Students' Association and Campus Services, Inc.," along with a request for an opinion concerning the findings and recommendation contained therein.

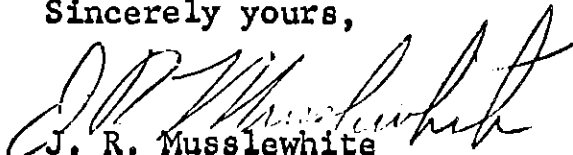
* Section I of this report deals with vending machine operations on the campus of The University of Texas at Austin. The Law Office is in agreement with the conclusions and recommendations contained in Subsection C of Section I. Item 2 of Subsection C recommends that:

The University of Texas at Austin operate the vending machines on the campus at Austin and assume the existing sub-contracts between Campus Services, Inc., and the several vendors for the remainder of the fiscal year 1969-70.

That action would seem to be the better course; however, it might be necessary to enter into new contracts between The University of Texas at Austin and the various vendors.

We further concur in the recommendations contained in Section II of this report concerning the intercollegiate athletic concessions.

Sincerely yours,


J. R. Musslewhite
University Attorney

RCG:bl
cc: Mr. E. D. Walker
Mr. Graves Landrum

*The report on Vending Machine Operations is on Pages 9-13.

CONTRACTS AND AGREEMENTS BETWEEN
THE UNIVERSITY OF TEXAS AT AUSTIN AND
THE EX-STUDENTS ASSOCIATION AND
CAMPUS SERVICES, INC.

I. VENDING MACHINE OPERATIONS

A. Background Information

Prior to 1960 The University of Texas had provided a limited vending machine operation under U.T. management. Bottled soft drinks only were available and the initial contract was with the Coca Cola Bottling Company. This company made a contract of \$25,000 to the University for the first year's operation; the company actually lost money the first year. The policy of the Board of Regents, upon recommendation of the Administration, was later revised to provide that not more than three soft drink vending companies would be approved to do business on The University of Texas campus. Dr. Pepper and Pepsi Cola were subsequently approved to operate vending machines in addition to the Coca Cola Bottling Company.

The income from the machines located in educational and general buildings (general and classroom buildings) was classified as educational and general income. This income was reported and accounted for in the same manner as were student fees and sales and services of educational departments. The income from the vending machines located in auxiliary enterprises (dormitories and cafeterias, Texas Union, etc.) was reported as auxiliary enterprises income and budgeted to the auxiliary enterprise unit producing the income.

In 1959, President Logan Wilson and Jack Maguire, Executive Director of the Ex-Students Association, decided that a better money making operation would be possible if the University gave a franchise to the Ex-Students Association for handling all vending machine operations on The University of Texas campus. In an agreement dated February 29, 1960, approved by the Board of Regents, the franchise was granted to the Ex-Students Association for this enterprise, but excluded concessions for intercollegiate athletic events and any vending machine operations in facilities under the control of the intercollegiate athletic department.

At the time this agreement was entered into, it was believed that the operation would not be subject to federal income tax. The Ex-Students Association and their lawyers decided that a wholly owned subsidiary, Campus Services, Inc., should be set up to handle the vending machine operation. Approval was given in the contract agreement for the franchise right to be transferred from the Ex-Students Association to Campus Services, Inc.

In the agreement between the Board of Regents and the Ex-Students Association, The University of Texas obtained contract guarantees effective September 1, 1960, as follows:

1. For auxiliary enterprise sales (other than Texas Union and the Taylor T Room) - an amount equal to the 1958-59 income received plus 50% of all net income over the 1958-59 guaranteed sum.
2. For Texas Union sales - an amount of \$1200 plus 50% of all net income earned over this guaranteed amount.
3. For Taylor T Toom sales - an amount of \$2500 plus 50% of all net income earned over this guaranteed amount.
4. For general and classroom buildings sales - an amount equal to the 1958-59 income plus 10% of all net income over the 1958-59 guaranteed sum.

Additional amounts earned over and above the contract guarantees as set out in the preceding paragraph have been handled in the manner as provided in Section 5 of the contract agreement dated February 29, 1960, as follows:

After satisfying the above obligations to the University, the remaining proceeds from the operation of vending machines under this contract shall be the property of the Association. The Association agrees and obligates itself to expend for the sole and exclusive benefit of The University of Texas in such manner as recommended by the President or Board of Regents of the University an amount equal to such remaining proceeds referred to in the preceding sentence.

The net amount remaining has been styled "Retained Earnings of Campus Services, Inc." The expenditures made from these retained earnings have been authorized by the Board of Regents.

In connection with the above described agreements, there was also a mutual understanding that:

1. The University of Texas would authorize an appropriation each year to the Ex-Students Association in the amount of \$10,000 from the Retained Earnings of Campus Services, Inc. to finance: (1) Operation Brain Power, (2) Publication of "Eyes on Texas", (3) Alumni continuing education.
2. The Ex-Students Association would provide each year an amount of \$10,000 to be used as a discretionary fund for the President (Chancellor) of The University of Texas. This "mutual" understanding arrangement has been terminated, effective September 1, 1969 upon recommendation of The University of Texas Administration.

B. Observations and Comments

For the period September 1, 1960 through August 31, 1968, there follows a summary statement of the Campus Services, Inc. vending machines operation:

Gross Receipts	\$794,082.72
Expenses	176,390.17
Net Before University's Share	617,692.55
University's Share of Net Income, (guarantee)	339,926.05
Net Income from Operations	277,766.50
Federal Income Tax	85,764.27
Income for the Benefit of UT	192,002.23
Income Used for Benefit of UT	122,338.28
Retained Earnings for Benefit of UT, 8/31/68	69,663.95

For the fiscal year 1960-61 the gross receipts were approximately \$75,000. Expenses of operation were approximately \$15,700 and

federal income tax paid was approximately \$6300. For 1967-68 the gross receipts were approximately \$149,000, the expenses of operation were approximately \$37,900 and the income tax paid was approximately \$21,400. The preliminary unaudited figures for the fiscal year 1968-69 indicate that gross receipts were approximately \$156,400, the expenses of operation were approximately \$ 27,900 , and the estimated income tax payable is approximately \$ 28,200.

The vending machines operation now under franchise to the Ex-Students Association and Campus Services, Inc., if operated by The University of Texas, would not be subject to federal income tax. This means that on the basis of the estimated 1968-69 operations, an additional amount of \$28,200 would be available for operation and expenditure as designated by the Board of Regents.

Based on the 1967-68 operations, the total operating expenses were approximately \$37,900, including an amount of approximately \$27,300 of Ex-Students Association expenses allocated to Campus Services, Inc. This allocation included direct salaries, plus other operating expenses charged on the basis of approximately 43% of salaries and wages. It is the opinion of U.T. System Administration that the management of the vending machine operation could be conducted at a cost less than the \$37,900 incurred in 1967-68.

C. Recommendations

Whereas, the mutual understanding arrangement involving the \$10,000 is no longer in effect, and

Whereas, income taxes would not be paid by The University of Texas if the vending machines were operated by the University, and

Whereas, it is believed that operating expenses could be reduced from the present level,

It is recommended by The University of Texas System Administration

that:

1. The contract arrangements with the Ex-Students Association for the operation of vending machines concessions, including washers and driers, etc., be terminated by giving 90 days written notice, as provided in the current contracts.
2. The University of Texas at Austin operate the vending machines on the campus at Austin and assume the existing sub-contracts between Campus Services, Inc. and the several vendors for the remainder of the fiscal year 1969-70.
3. The vending machines operations, under University of Texas management, be classified as an auxiliary enterprise in U.T. Austin accounts entitled "Special Concessions".
4. Appropriations or allocations of the net income from the "Special Concessions" account be approved by the Board of Regents.
5. The present allocation of income to the auxiliary enterprise units be continued.
6. The amount of Retained Earnings of Campus Services, Inc., accrued under the contract between The University of Texas and the Ex-Students Association and Campus Services, Inc., be paid by the Ex-Students Association and Campus Services, Inc. to The University of Texas in a lump sum (now estimated to be approximately \$90,000 to \$100,000) upon termination of the contract.
 - 6.1 These retained earnings be deposited in a U.T. Austin current restricted fund account entitled "Retained Earnings - Campus Services".
 - 6.2 All appropriations from this fund are to be approved by the Board of Regents.

4. U. T. Austin: Proposed Appropriations of Funds from Unallocated Balance of Retained Earnings of Campus Services, Inc., for Certain Student Activities. --

Deputy Chancellor LeMaistre and Executive Vice-Chancellor McKetta concur in President Hackerman's recommendation that appropriations be made from the Unallocated Balance of Retained Earnings of Campus Services, Inc., for the following student activities at U.T. Austin in the amounts specified:

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

5. U. T. Arlington: Proposed Bachelor of Arts Degree in Health and Physical Education. --

President Harrison's request for approval of a Bachelor of Arts Degree in Health and Physical Education is concurred in by Deputy Chancellor LeMaistre and Executive Vice Chancellor McKetta. The Institution has discontinued offering an Associate of Arts Degree (two years) in this field and it is appropriate to offer this new degree at U.T. Arlington. The degree is appropriate for the institution, and U.T. Arlington is the only public senior institution in Texas not presently authorized to offer this degree.

Upon approval by the Regents, Dr. McKetta's office will complete the degree request and submit it to the Coordinating Board for approval.

6. Galveston Medical Branch: Dual Positions Pursuant to Section 33, Article XVI, Constitution of Texas. --Chancellor Ransom and Deputy Chancellor LeMaistre recommend that an appropriate resolution (in the form previously approved by the Board of Regents) be adopted with respect to Truman G. Blocker, Jr., M. D., in connection with his service as set out below:

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

<u>Name</u>	<u>Classification</u>	<u>Board or Commission</u>
Truman G. Blocker, Jr., M. D.	President	Consultant to the Surgeon General, Department of the Air Force

Buildings and Grounds Committee

BUILDINGS AND GROUNDS COMMITTEE

Date: October 31, 1969

Time: Following the meeting of the Medical
Affairs Committee

Place: Student Lounge
Student Union Building
U. T. Dallas
Dallas, Texas

Page
B & G

U. T. SYSTEM

1. Adoption of (a) Schedule of Architects' Fees to Conform to the Current Appropriation Bill and (b) Schedule of Payment Thereof 2

U. T. AUSTIN

2. Ratification of Award of Contract to Lyda, Inc., and H. A. Lott, Inc., for West Side Expansion of Memorial Stadium and Building to House Physical Education Facilities and Offices and Appropriation Therefor 3

3. Approval of Final Plans and Specifications for Dining Facilities for Athletes (Adjacent to Men's Unit of Beauford H. Jester Center) and Additional Appropriation Therefor 3

4. Ratification of Award of Contract to J. C. Evans Construction Company, Inc., for Parking Lot at Beauford H. Jester Center (636 Cars) and Access Road to Lot from 21st Street and Additional Appropriation Therefor 4

5. Award of Contract to Dallas Office Supply Company for Furniture and Furnishings for Water Resources Research Facilities 5

U. T. EL PASO

6. Appointment of N. G. Coleman, El Paso, Texas, as Engineer for Remodeling of Engineering Building and Appropriation Therefor 6

7. Fill Material for Arroyo between Schuster and Heisig Streets from Interstate Highway 10 to Prospect Street and Authorization to Install Drain Pipe in Arroyo and Appropriation Therefor 6

8. Appointment of Gaynor and Sirmen, Inc., Dallas, Texas, to Design Electrical Distribution System (Phase II) and Appropriation Therefor 6

U. T. ARLINGTON

9. Additional Appropriation for Teaching Equipment for the Business-Life Science Building 6

DALLAS MEDICAL SCHOOL

10. Appointment of Gaynor and Sirmen, Inc., Engineers to Redesign the Air Conditioning System in Hoblitzelle Building and Appropriation Therefor 7

11. Approval of Relocation of Easement to Sinclair Pipeline Company and Appropriation Therefor	7
12. Approval of Plans and Specifications for Rerouting of Storm Sewers, Sanitary Sewers, and Water Lines and Appropriation Therefor	8
13. Approval of Lease of Space at 2700 Stemmons Expressway for the Division of Family Planning	8

BUILDINGS AND GROUNDS COMMITTEE

1. U. T. SYSTEM - ADOPTION OF (a) SCHEDULE OF ARCHITECTS' FEES TO CONFORM TO THE CURRENT APPROPRIATION BILL AND (b) SCHEDULE OF PAYMENT THEREOF. --The current Appropriation Bill, adopted by the Second Called Session of the 61st Legislature, contains a schedule of fees for Architects engaged on construction projects for The University of Texas System, as follows:

a. The schedule of basic fees to be paid an architect or architects for all professional services as set out below, based on the total cost of the work, shall not exceed:

Construction Cost of Project	Dormitories Garages Warehouses	Classroom, Office and Other Bldgs.	Health, Research, Special Education Facilities
Over \$1,000,000	6.5%	7%	7 1/2%
Up to \$200,000	7 1/2%	8%	8 1/2%

For construction costs between tabular limits, the fee shall be determined by direct interpolation.

Basic fee for remodeling and alterations shall be one-third greater than scheduled above. Alterations and remodeling is defined as any change, architectural, structural, mechanical or electrical, made to an existing structure and includes portions of that structure changed as a result of additions or extensions to a structure.

b. When one building design is used in two or more locations within the same project, the fees to be paid shall be:

1. For the first building of such design, a basic fee calculated according to the schedule above.

2. For the second and subsequent buildings utilizing such design, the basic fee shall be reduced 35%. Such fee shall include changes required by site conditions including foundation redesign; partition changes; mechanical and electrical changes; necessary program changes; other architectural services normal under such circumstances; and supervision of the construction.

It is recommended by System Administration that this schedule of maximum fees be adopted for use in the case of all Architects appointed after September 1, 1969, throughout The University of Texas System in lieu of the schedule adopted by the Board at the Regents' Meeting held September 13, 1967, and further that the following schedule be adopted for payment of the applicable fee during the period of preparation of plans and specifications and construction of a project:

Upon completion of preliminary plans and outline specifications, pay 20% of fee

At time of 75% completion of working drawings and specifications, increase payment to 50% of fee

Upon award of contract, increase payment to 75% of fee

Remaining 25% of fee payable monthly in proportion to work performed by Contractor.

2. U. T. AUSTIN - RATIFICATION OF AWARD OF CONTRACT TO LYDA, INC., AND H. A. LOTT, INC., FOR WEST SIDE EXPANSION OF MEMORIAL STADIUM AND BUILDING TO HOUSE PHYSICAL EDUCATION FACILITIES AND OFFICES AND APPROPRIATION THEREFOR.--In accordance with authorization given by the Board at the meeting held August 1, 1969, bids were called for and were received, opened, and tabulated on September 17, 1969, for the West Side Expansion of Memorial Stadium and Building to House Physical Education Facilities and Offices at The University of Texas at Austin, as follows:

	T. C. Bateson Const. Co. & Bateson-Cheves Const. Co., Dallas, Texas	C. H. Leavell and Company El Paso, Texas	Lyda, Inc., & H. A. Lott, Inc., San Antonio, Texas
Base Bid	\$14,358,600	\$13,122,000	\$12,895,000
Alternate No. 1 - Deduct	735,000	768,000	830,000
Alternate No. 2 - Deduct	113,000	130,000	145,000
Alternate No. 3 - Deduct	476,000	450,000	454,000
Alternate No. 4 - Deduct	203,000	200,000	199,000
Alternate No. 5 - Deduct	315,000	290,000	280,000
Alternate No. 6 - Deduct	2,000	No Change	2,000
Alternate No. 7	+ 1,800	- 1,000	+ 5,000
Alternate No. 8 - Deduct	80,000	90,000	71,000

All bidders submitted with their bids a bidder's bond in the amount of 5% of the greatest amount bid.

The Special Committee appointed by the Board at the meeting held September 12, 1969, consisting of Chairman Erwin, Regent Peace, Deputy Chancellor LeMaistre, Executive Vice-Chancellor Walker, Mr. Lester E. Palmer, President Hackerman, Professor J. Neils Thompson, and Mr. Darrell Royal, awarded a contract to the low bidder, Lyda, Inc., and H. A. Lott, Inc., San Antonio, Texas, as set out below, since this bid was within the monies currently allocated to the project from proceeds of Permanent University Fund Bonds and other sources.

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

It is recommended that the action taken by the Special Committee be ratified by the Board and that an additional appropriation of \$13,200,000.00 be made to cover this contract award, Architect's and Engineer's Fees thereon, and miscellaneous expenses, to come from Permanent University Fund Bond Proceeds and Receipts from Ticket Sale Options.

Appropriations of \$575,000.00 have already been made to this project from Permanent University Fund Bond Proceeds to cover Architect's and Engineer's Fees and the Site Improvement involved in the project.

3. U. T. AUSTIN - APPROVAL OF FINAL PLANS AND SPECIFICATIONS FOR DINING FACILITIES FOR ATHLETES (ADJACENT TO MEN'S UNIT OF BEAUFORD H. JESTER CENTER) AND ADDITIONAL APPROPRIATION THEREFOR. --In accordance with authorization given by the Board at the meeting held August 1, 1969, working drawings and specifications for a Dining Facility for Athletes adjacent to the Men's Unit of the Beauford H. Jester Center, The University of Texas at Austin, have been prepared by Jessen, Jessen, Millhouse, Greeven, Crume, Day

and Newman, the Architects for the project. These final plans and specifications have been approved by Mr. Darrell Royal, Professor J. Neils Thompson, President Hackerman, and System Administration, and it is recommended that they be approved by the Board, with authorization to the Office of Facilities Planning and Construction to advertise for bids, to be presented to the Board or the Executive Committee for consideration at a later date.

The original appropriation for this project was \$250,000.00 from Athletics Council Funds, which was based on a preliminary estimate before any detailed plans were developed. As the plans and specifications were developed by the Architects and as more detailed estimates were prepared, it was found that the original appropriation is lower than the current estimated construction cost for the project, and it is, therefore, further recommended that an additional appropriation of \$125,000.00 be made to the project from Athletics Council Funds, which recommendation is concurred in by Coach Royal and the Athletics Council.

4. U. T. AUSTIN - RATIFICATION OF AWARD OF CONTRACT TO J. C. EVANS CONSTRUCTION COMPANY, INC., FOR PARKING LOT AT BEAUFORD H. JESTER CENTER (636 CARS) AND ACCESS ROAD TO LOT FROM 21ST STREET AND ADDITIONAL APPROPRIATION THEREFOR. -- In accordance with authorization given by the Board at the meeting held June 20, 1969, bids were called for and were received, opened, and tabulated on September 18, 1969, for Parking Lot at the Beauford H. Jester Center, The University of Texas at Austin, as follows:

Bidder	Base Bid	Bidder's Bond	Completion Time
Pat Canion Excavating Company, Inc., Austin, Texas	\$135,946	5%	---
Coles Construction Company, San Antonio, Texas	135,900	5%	---
J. C. Evans Construction Company, Inc., Austin, Texas	118,216	5%	1-1-70
H. L. Freeland and George Anthor, San Antonio, Texas	163,500	5%	120 wk. days
Haufler Excavation Company, Austin, Texas	135,940	5%	250 cal. days
Luckie Brothers Construction Company, Inc., Austin, Texas	122,000	5%	1-30-70

The Special Committee appointed by the Board at the meeting held June 20, 1969, consisting of Chairman Erwin, Regent Peace, Executive Vice-Chancellor Walker, and Mr. Lester E. Palmer, awarded a contract in the amount of \$118,216.00 to the low bidder, J. C. Evans Construction Company, Inc., Austin, Texas, and it is recommended that the Board ratify this action.

At the time authorization was requested for the construction of this parking lot, it was estimated that a lot could be constructed, which would accommodate 550 cars, at a cost of \$100,000.00, and an appropriation in this amount was made. In the preparation of plans and specifications, it was found that the area available would accommodate 636 cars, and the bids received cover a lot of that size, which, of course, increased the cost slightly. In connection with the construction of this

parking lot, it is necessary to provide an access road to the lot from 21st Street, and the contractor for the parking lot has agreed to construct this access road as a part of his contract at the unit prices for material and labor included in his bid for the parking lot, which will be less expensive than calling for bids on the access road as a separate contract. It is, therefore, recommended by President Hackerman and System Administration that an additional appropriation of \$30,000.00 be made to this project from Account No. 15-7601 - U. T. Austin - Unappropriated Balance - Inter-Branch Transfers to cover the additional parking spaces provided in the lot over and above the original estimate and also the access road from Twenty-first Street to the lot.

5. U. T. AUSTIN - AWARD OF CONTRACT TO DALLAS OFFICE SUPPLY COMPANY FOR FURNITURE AND FURNISHINGS FOR WATER RESOURCES RESEARCH FACILITIES. --Specifications for Furniture and Furnishings for the Water Resources Research Facilities at the Balcones Research Center, The University of Texas at Austin, have been prepared by the Office of Facilities Planning and Construction and bids were called for. These bids were received, opened, and tabulated on October 9, 1969, as follows:

Bidder	Base Bid	Bidder's Bond	Completion Time
Abel Contract Furniture and Equipment Company, Inc., Austin, Texas	\$27,126.00	5%	90 days
Dallas Office Supply Company, Dallas, Texas	27,036.48	5%	120 days
Rockford Furniture Associates, Austin, Texas	27,516.68	5%	120 days
Stewart Office Supply Company, Dallas, Texas	31,493.38	5%	120 days

It is recommended by President Hackerman and System Administration that a contract award in the amount of \$27,036.48 be made to the low bidder, Dallas Office Supply Company, Dallas, Texas. Funds to cover this recommended contract award are available in the Allotment Account for the project.

6. U. T. EL PASO - APPOINTMENT OF N. G. COLEMAN, EL PASO, TEXAS, AS ENGINEER FOR REMODELING OF ENGINEERING BUILDING AND APPROPRIATION THEREFOR. --The Appropriation Bill approved at the Second Called Session of the Sixty-first Legislature contains an appropriation of \$352,000.00 for Remodeling of the Engineering Building at The University of Texas at El Paso. In order that plans and specifications may be prepared for this remodeling, it is recommended by President Smiley and System Administration that the firm of N. G. Coleman, Engineers, El Paso, Texas, be appointed to prepare these plans and specifications to be presented to the Board for approval at a later date. Recommendation for this appointment is made, since this firm prepared the plans and specifications for the Remodeling of Five Existing Buildings at U. T. El Paso and is familiar with the existing buildings on the Campus. It is further recommended that \$20,000.00 be appropriated out of the Legislative Appropriation for this project to cover the Engineer's Fees through the working drawing stage.

7. U. T. EL PASO - FILL MATERIAL FOR ARROYO BETWEEN SCHUSTER AND HEISIG STREETS FROM INTERSTATE HIGHWAY 10 TO PROSPECT STREET AND AUTHORIZATION TO INSTALL DRAIN PIPE IN ARROYO AND APPROPRIATION THEREFOR. --The University of Texas at El Paso has received a commitment of 150,000 cubic yards of fill material from the excavation being performed for the construction of the Civic Center in the City of El Paso. It is recommended that this material be used to fill the arroyo which runs between Schuster and Heisig Streets from Interstate 10 to Prospect Street and that authorization be given to install a 14 foot drain pipe in this arroyo before using the fill material. It is further recommended that an appropriation of \$50,000.00 be made from Unallocated Plant Funds of U. T. El Paso for this purpose and that the Office of Facilities Planning and Construction be authorized to prepare plans and specifications for installation of the pipe and to call for bids therefor to be presented to the Board or the Executive Committee for consideration at a later date.

8. U. T. EL PASO - APPOINTMENT OF GAYNOR AND SIRMEN, INC., DALLAS, TEXAS, TO DESIGN ELECTRICAL DISTRIBUTION SYSTEM (PHASE II) AND APPROPRIATION THEREFOR. --At the Second Called Session of the Sixty-first Legislature an appropriation of \$450,000.00 was made for Phase II of Electrical Distribution System at The University of Texas at El Paso. In order that plans and specifications may be prepared for this system, it is recommended by President Smiley and System Administration that the firm of Gaynor and Sirmen, Inc., Dallas, Texas, be appointed as Engineers to design the Electrical Distribution System, at a fee of 6%. The firm of Gaynor and Sirmen, Inc., is recommended for this work, since the firm is very familiar with the utility problems on the Campus, having prepared plans and specifications for other electrical distribution work on the Campus. It is further recommended that an appropriation of \$25,000.00 be made from the Legislative Appropriation to cover the Engineer's Fees for the project.

9. U. T. ARLINGTON - ADDITIONAL APPROPRIATION FOR TEACHING EQUIPMENT FOR THE BUSINESS-LIFE SCIENCE BUILDING.--When the appropriation was made for the Business-Life Science Building at The University of Texas at Arlington, an amount of \$225,970.00 was allocated for Movable Furniture and Furnishings, which did not provide for classroom and laboratory teaching equipment. There is still approximately \$70,000.00

available in this original allocation, and it is recommended by President Harrison and System Administration that an additional appropriation of \$155,000.00 be made from Unallocated Proceeds of Local Funds at U. T. Arlington in order that \$225,000.00 will be available for provision of laboratory and classroom teaching equipment needed for this project.

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

10. DALLAS MEDICAL SCHOOL - APPOINTMENT OF GAYNOR AND SIRMEN, Inc., ENGINEERS TO REDESIGN THE AIR CONDITIONING SYSTEM IN HOBLITZELLE BUILDING AND APPROPRIATION THEREFOR.--At the present time, the Air Conditioning System in the Hoblitzelle Building at The University of Texas (Southwestern) Medical School at Dallas is inadequate and is not functioning properly.

The present system was underdesigned when the building was originally built in that only a 20 degree difference in temperature from inside to outside was used rather than 28 degrees which should have been used. Also, some of the equipment installed has never come up to the manufacturer's published capacity. In addition, several fires in the building have filled a very large portion of the duct work with soot which is impossible to remove in most cases, and it will be necessary to install dust filters at the registers where air enters the room in order to eliminate dust and other foreign matter from entering laboratories where experiments are being performed. A large amount of heat producing equipment has been added in the laboratories, and office areas have been converted to laboratories. All of these conditions will require added duct work, re-arrangement of duct work, and the addition of several air handling units.

In order to bring this system up to the standard which is needed for proper air conditioning of the building, it will be necessary to engage an engineering firm to redesign the system and then to recondition the system on the basis of the new design, which reconditioning is estimated to cost approximately \$300,000.00. It is recommended by Dean Sprague and System Administration that the engineering firm of Gaynor and Sirmen, Inc., be engaged to redesign the air conditioning system of the Hoblitzelle Building at Dallas Medical School and prepare plans and specifications to be presented to the Board for approval at a later date at a fee based on hourly rates submitted to and approved by the Office of Facilities Planning and Construction. It is further recommended that an appropriation of \$18,000.00 be made for this purpose from Dallas Medical School Unappropriated Balance.

11. DALLAS MEDICAL SCHOOL - APPROVAL OF RELOCATION OF EASEMENT TO SINCLAIR PIPELINE COMPANY AND APPROPRIATION THEREFOR. --An existing easement to Sinclair Pipeline Company covers a pipeline which runs directly across the Campus of The University of Texas (Southwestern) Medical School at Dallas, which will be under new buildings under construction and to be constructed on the Campus. It is necessary to relocate this pipeline so that it will go around the perimeter of the Campus and not under these new buildings. It is, therefore, recommended by Dean Sprague and System Administration that authorization be given to the Chairman of the Board to execute a new easement to Sinclair Pipeline Company which will relocate the pipeline in the area desired by the University. A copy of the easement which sets out location in detail will be available for examination at the Board Meeting. It is further recommended that an appropriation of \$16,000.00 be made from Dallas Medical School Unappropriated Balance to cover the cost of relocating this pipeline.

12. DALLAS MEDICAL SCHOOL - APPROVAL OF PLANS AND SPECIFICATIONS FOR REROUTING OF STORM SEWERS, SANITARY SEWERS, AND WATER LINES AND APPROPRIATION THEREFOR.--In accordance with authorization given by the Board at the meeting held May 2, 1969, plans and specifications for Rerouting of Storm Sewers, Sanitary Sewers, and Water Lines on the Campus of The University of Texas (Southwestern) Medical School at Dallas have been prepared by Raymond L. Goodson, Consulting Engineer, and approved by Dean Sprague and System Administration. It is recommended that they be approved by the Board, with authorization to the Office of Facilities Planning and Construction to advertise for bids, and that a Special Committee, consisting of Chairman Erwin, Regent Peace, Executive Vice-Chancellor Walker, Mr. Lester E. Palmer, and Dean Sprague, be appointed to award a contract for the project. It is recommended that an appropriation of \$300,000.00 be made, \$224,000.00 to come from Permanent University Fund Bond Proceeds and \$76,000.00 from Dallas Medical School Unappropriated Balance to cover the cost of the project.

13. DALLAS MEDICAL SCHOOL - APPROVAL OF LEASE OF SPACE AT 2700 STEMMONS EXPRESSWAY FOR THE DIVISION OF FAMILY PLANNING.--The following letter has been received from Dean Sprague of The University of Texas (Southwestern) Medical School at Dallas:

"Approval is requested to lease an additional 221 square feet of space at 2700 Stemmons Expressway for the Division of Family Planning, Department of Obstetrics and Gynecology. The requested space is adjacent to the space we are already leasing.

"We are submitting herewith a lease for 26 months. The rental will be \$110.50 per month, or \$0.50 per square foot per month. Funds are available for this purpose in the Family Planning Project Fund, Children's Bureau Project 746.

"The additional space was not available at the time we initiated the lease for the present space. The staff has increased to the point that the Project has two secretaries who do not have ample desk space; space is also needed for files and a Xerox machine.

"I would appreciate your approval and that of the Board of Regents to enter into this agreement effective November 1, 1969."

The existing leased space referred to above was approved by the Board at its meeting on August 1, 1969. The proposed additional space is on the same terms and from the same federal grant funds. This additional request by Dean Sprague is concurred in by System Administration, and it is recommended that the Board approve the leasing of space as outlined in the letter, with authorization to Executive Vice-Chancellor Walker to execute the lease agreement.

BUILDINGS AND GROUNDS COMMITTEE

Date: October 31, 1969

Time: Following the meeting of the Medical Affairs
Committee

Place: Student Lounge
Student Union Building
Dallas Medical School
Dallas, Texas

Page
B & G

U. T. AUSTIN

14. Allocation of Available University Fund Appropriations for Major Repair and Rehabilitation Projects for 1969-70

9

15. Recommendation That Music Building No. 2 be Named "Music Building East"

10

16. Naming of North Classroom-Office Building Burdine Hall (Waiver of Regents' Rules and Regulations, Part One, Chapter VIII, Section 1)

10

DALLAS MEDICAL SCHOOL

17. Oral Report on Progress of Phase I of the Building Program

10

SAN ANTONIO DENTAL SCHOOL AND SAN ANTONIO NURSING SCHOOL

18. Authorization to Remodel Space in the San Antonio Medical School, Appointment of Architects, and Appropriation Therefor

10

GALVESTON MEDICAL BRANCH

19. Award of Contract for Central Heating and Chilled Water Plant

11

PUBLIC HEALTH SCHOOL

20. Approval of Preliminary Plans for Phase I Building and Appropriation of Additional Architect's Fees

32

BUILDINGS AND GROUNDS COMMITTEE

14. U. T. AUSTIN - ALLOCATION OF AVAILABLE UNIVERSITY FUND APPRO-
PROATIONS FOR MAJOR REPAIR AND REHABILITATION PROJECTS FOR 1969-70.--
The budget for 1969-70 included an appropriation of \$300,000.00 for
Major Repair and Rehabilitation projects at The University of Texas at
Austin. It is recommended by Vice-President Colvin, President Hackerman,
and System Administration that this \$300,000.00 be allocated to projects
as indicated below:

BUILDINGS:

1. Restoration and Waterproofing Buildings	\$ 15,000.00
2. Building Changes for Handicapped Students	10,000.00
3. Improvement of Building Lighting Systems	15,000.00
4. Replacement of Inadequate Electric Circuits Within Buildings	20,000.00
5. Rehabilitation of Marine Science Institute Buildings	15,000.00
6. Rehabilitation of Balcones Research Center Buildings	15,000.00
7. Replacement of Worn Out Office Furniture	20,000.00
8. Replacement of Worn Out Classroom Furniture	20,000.00
9. Replacement of Roofs on Main Campus Buildings	<u>20,000.00</u>
Total for <u>BUILDINGS</u>	<u>150,000.00</u>

STREETS, WALKS, AND GROUNDS:

10. Rehabilitation of Campus Lighting	25,000.00
11. Repair, Replacement and Additions to Sidewalks	20,000.00
12. Patching and Sealcoating Streets, Lots, and Drives	22,000.00
13. Tree Surgery	10,000.00
14. Improvement of Grounds	<u>15,000.00</u>
Total for <u>STREETS, WALKS, AND GROUNDS</u>	<u>92,000.00</u>

OTHER PROJECTS:

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

Each of these projects is under \$25,000.00 and, therefore, should be set up in U. T. Austin accounts to be handled by the U. T. Austin Vice-President for Business Affairs and the U. T. Austin Director of Physical Plant.

15. U. T. AUSTIN - RECOMMENDATION THAT MUSIC BUILDING NO. 2 BE NAMED "MUSIC BUILDING EAST". --The System Administration concurs in the recommendation of the Building Committee for Music Building No. 2 and President Hackerman that this building at The University of Texas at Austin be designated as Music Building East.

16. U. T. AUSTIN - NAMING OF NORTH CLASSROOM-OFFICE BUILDING BURDINE HALL (WAIVER OF REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER VIII, SECTION 1). --Deputy Chancellor LeMaistre and Executive Vice-Chancellor McKetta concur in the recommendation of President Hackerman and the General Faculty of The University of Texas at Austin that the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, be waived and that the North Campus Classroom-Office Building be named Burdine Hall.

17. DALLAS MEDICAL SCHOOL - ORAL REPORT ON PROGRESS OF PHASE I OF THE BUILDING PROGRAM. --As a matter of information, a brief oral report on the progress of the development of Phase I of the Master Plan of The University of Texas (Southwestern) Medical School at Dallas will be presented by the Office of Facilities Planning and Construction. The plan, as presented, is in accordance with the recommendations of the Dallas Medical School Faculty and Administration, the Office of Facilities Planning and Construction, and E. Todd Wheeler and Perkins and Will, Consultants to the Office of Facilities Planning and Construction.

18. SAN ANTONIO DENTAL SCHOOL AND SAN ANTONIO NURSING SCHOOL - AUTHORIZATION TO REMODEL SPACE IN THE SAN ANTONIO MEDICAL SCHOOL, APPOINTMENT OF ARCHITECTS, AND APPROPRIATION THEREFOR.--The University of Texas Dental School at San Antonio and The University of Texas (Clinical) Nursing School at San Antonio, which have been authorized by the 61st Legislature, are to be placed in operation by the Fall of 1970. In order to provide space for these operations before the construction of buildings therefor can be completed, investigations have been made of various possibilities of leasing space, building or leasing temporary structures, remodeling in existing buildings, etc. After these investigations, it is recommended by Dean Olson, Dean Willman, Associate Dean Styles, and System Administration that uncompleted space at the sub-level in the existing San Antonio Medical School building be used, by completing and partitioning approximately 22,000 square feet of space in this area. It is further recommended that the firms of Bartlett Cocke and Associates and Phelps and Simmons and Associates, San Antonio, Texas, be appointed jointly as Architects for this project, with authorization to proceed with the preparation of working drawings and specifications to be presented to the Board for approval at a later meeting, and that an appropriation of \$350,000.00 be made from the Legislative appropriation for the San Antonio Dental School and the San Antonio (Clinical) Nursing School to cover the cost of this project.

19. GALVESTON MEDICAL BRANCH - AWARD OF CONTRACT FOR CENTRAL HEATING AND CHILLED WATER PLANT.--In accordance with authorization given by the Board at the meeting held May 2, 1969, bids were called for and were received, opened, and tabulated on September 16, 1969, for the construction and operation of a Central Heating and Chilled Water Plant at The University of Texas Medical Branch at Galveston. Following is a calculation of the yearly cost to the Galveston Medical Branch based on these bids:

<u>Data</u>	<u>1970</u>	<u>1971-2</u>	<u>1973</u>	<u>25 yr. Total (No Growth)</u>
Chilled Water Demand	4,000 t	7,000 t	8,000 t	
Chilled Water Usage	16,700,000	28,200,000	33,370,000	
Steam Demand	--	7,900 #/h	8,200 #/h	
Steam Usage	--	185,000 #	192,000 #	
Central Energy Corporation, Dallas, Texas				
Chilled Water Cost	\$ 599,566	\$ 749,142	\$ 809,296	\$19,902,352
Steam Cost	--	283,171	283,812	6,810,206
Total Cost	599,566	1,032,313	1,093,108	26,712,558
Unit Chilled Water Cost	3.6 ¢/th	2.65 ¢/th	2.39 ¢/th	
Unit Steam Cost	--	\$1.53	\$1.47	
Thermal Energy Systems, Inc., of the El Paso Natural Gas Company, El Paso, Texas				
Chilled Water Cost	\$ 812,088	\$1,231,848	\$1,310,214	\$32,100,492
Steam Cost	--	342,635	346,462	8,307,434
Total Cost	812,088	1,574,483	1,656,676	40,407,926
Unit Chilled Water Cost	4.8 ¢/th	4.37 ¢/th	3.9 ¢/th	
Unit Steam Cost	--	\$1.85	\$1.80	
Houston Natural Gas Corporation, Houston, Texas				
Chilled Water Cost	\$ 780,600	\$1,049,250	\$1,192,250	\$29,108,600
Steam Cost	--	336,360	349,120	8,353,360
Total Cost	780,600	1,385,610	1,541,370	37,461,960
Unit Chilled Water Cost	4.7 ¢/th	3.72 ¢/th	3.58 ¢/th	
Unit Steam Cost	--	\$1.82	\$1.82	

It is recommended by Vice-President Thompson, President Blocker, and System Administration that a contract be awarded to Central Energy Corporation, Dallas, Texas, the low bidder, for the construction and operation of a Central Heating and Chilled Water Plant at the Galveston Medical Branch, and that Chairman Erwin be authorized to sign the Service Agreement, Lease Agreement, and Bill of Sale for the present Central Water Chilling Station, all as set forth on Pages 12-31.

A review of the bids received was made by Stone and Webster Management Consultants, Inc., New York, New York, who concur in the conclusion that the bid of Central Energy Corporation is the low bid, being approximately 29 per cent under the next higher bid.

SERVICE AGREEMENT

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

WITNESSETH:

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

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

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

1. Purchase of Existing Central Plant. Seller hereby agrees to purchase from Board the present central plant facilities described in Exhibit A, attached hereto, excluding land for the sum of \$1,750,000.00, said amount to be due and payable upon execution of an appropriate Bill of Sale transferring title and ownership of said plant and equipment. The Bill of Sale shall be executed simultaneously with this agreement. Board agrees to lease to seller all of the land now utilized by the present central plant and the additional land required for the plant expansion shown in Exhibit A attached hereto. Seller agrees to provide chilled water and steam on a continuous basis in accordance with the requirements of the Board's load up to the capacity of the Seller's plant, such capacity being in accordance with requirements herein for existing and expanded facilities. Board agrees that during the term of this agreement it will not provide or otherwise obtain chilled water and steam from any other source for those buildings shown on Exhibit D attached hereto.

2. Construction of Addition to Central Plant. Seller hereby agrees to construct an addition to the central plant to provide chilled water and steam to serve the expanded requirements of The University of Texas Medical Branch at Galveston. Exhibit B attached hereto and made a part of this agreement shall be followed in principle for the expansion of the plant. Before any construction is begun or any commitments made as to materials or labor on the central plant, all plans and specifications shall be reviewed and approved by the Board or its duly authorized representative and Seller shall submit evidence of having obtained a good and sufficient performance and payment bond guaranteeing construction of the project. Board shall also be furnished a mutually agreed cost estimate of such construction for review and such construction shall not be encumbered beyond the cost estimate. There is also reserved by Board the right to place an inspector on the job at any time. Changes in construction involving any deviation from the approved plans and specifications either in scope of work or cost of construction shall be done only with written approval of Board or its duly authorized representative.

3. Design Criteria. The expanded central plant shall be designed and constructed to serve the existing and planned (Exhibit A) distribution lines serving the buildings of The University of Texas Medical Branch at Galveston and other facilities as may be approved by the Board. The

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\$.0457 per ton hour for the first 750,000 ton hours per month
\$.0269 per ton hour for the next 750,000 ton hours per month
\$.0105 per ton hour for the next 1,000,000 ton hours per month
\$.0098 per ton hour for all additional ton hours per month

One "ton hour" is defined as 12,000 BTU of energy for a period of one hour.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Workmen's Compensation in accordance with applicable laws.

(c) Property Damage Liability Insurance, in an amount not less than \$100,000/\$500,000.

(d) Property damage upon the building and contents to the extent of the highest insurable value thereof, including coverage against damage by fire, lightning, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft and land vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Corporate Seal)

ATTEST:

CENTRAL ENERGY CORPORATION

By _____

CARL P. WALLACE, PRESIDENT

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary

Chairman

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

University Attorney

Executive Vice-Chancellor
for Fiscal Affairs

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

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

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

Notary Public in and for Travis
County, Texas

THE STATE OF TEXAS }
COUNTY OF }

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

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

Notary Public in and for Dallas
County, Texas

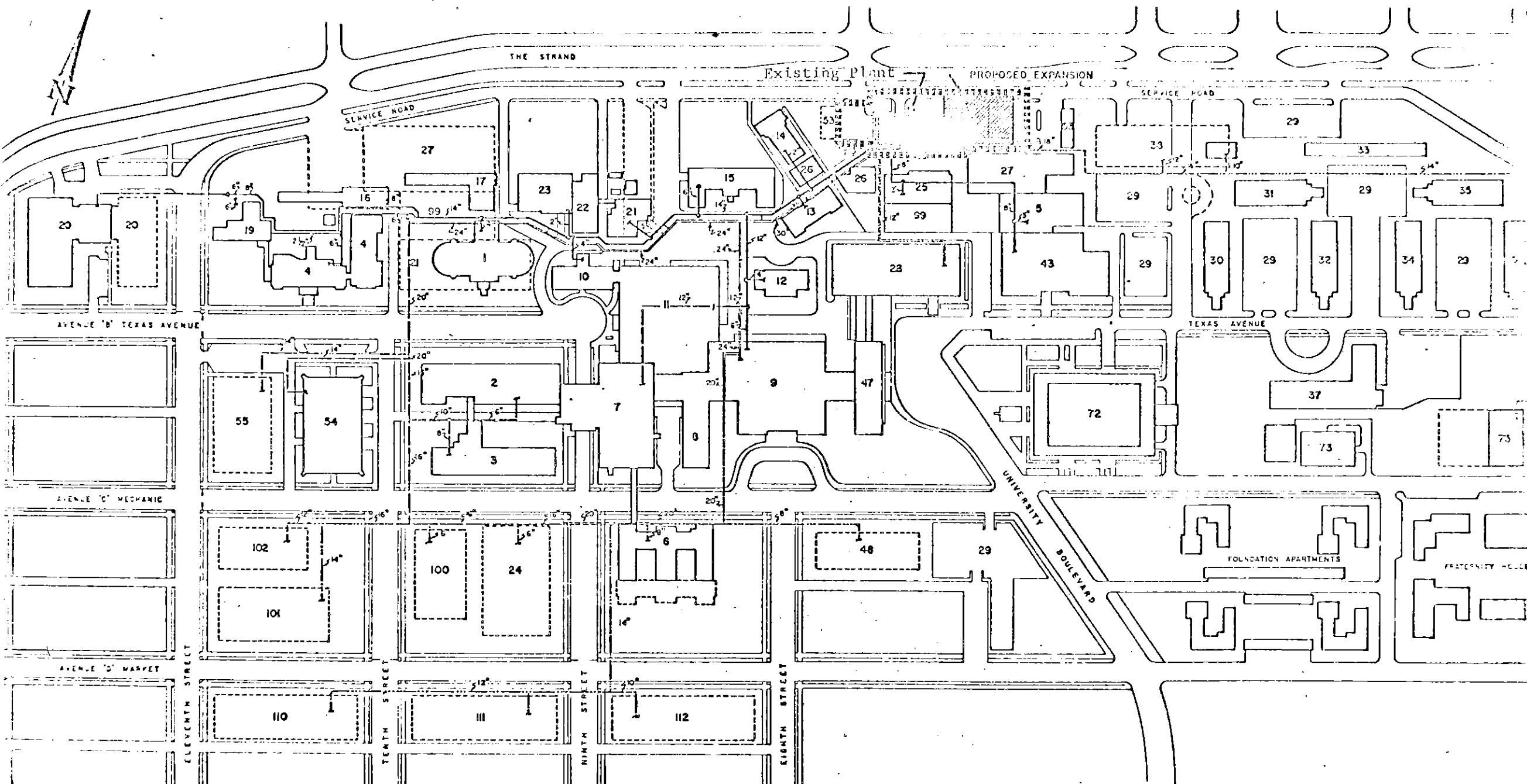
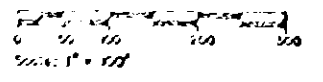
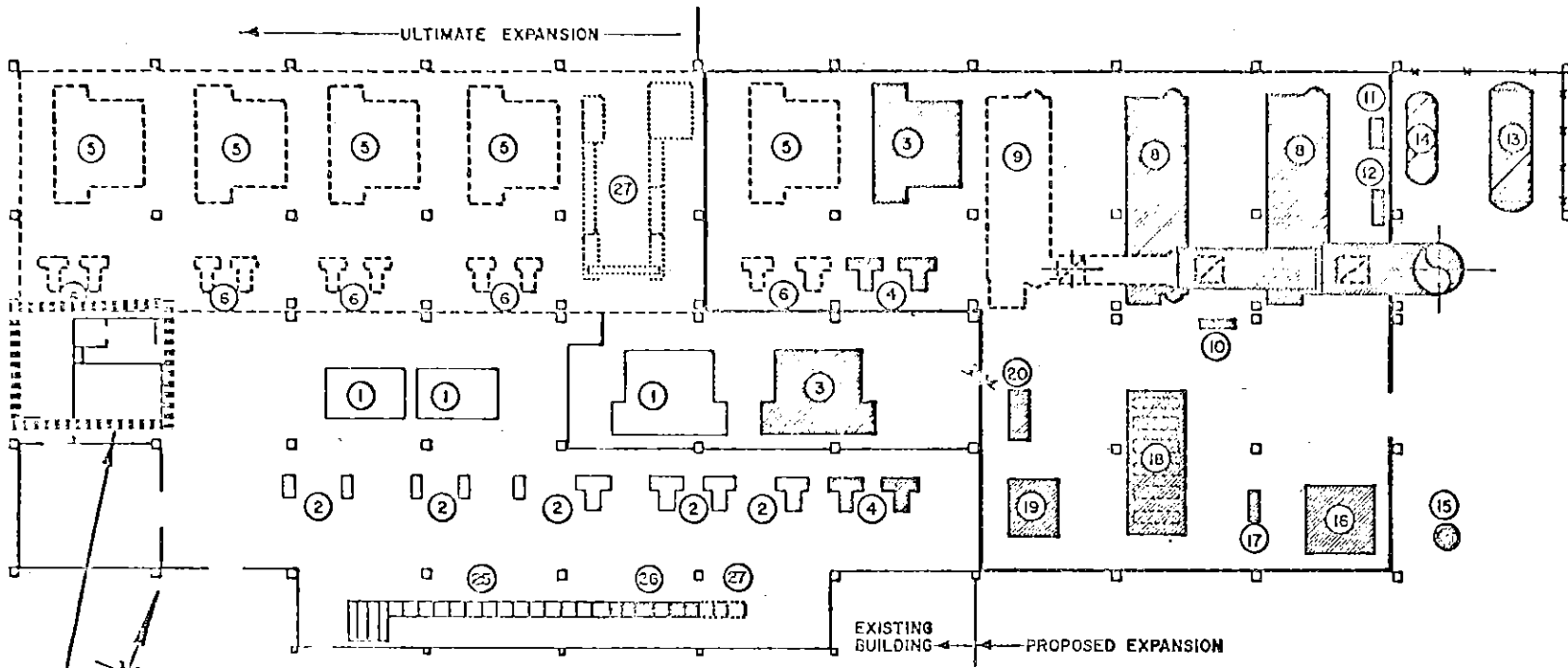


EXHIBIT A
PLOT PLAN

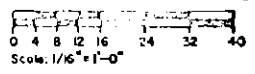


THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT
CALVESTON

Approximate Lease Limits - Drawings and legal description to follow when building size and shape has been determined.

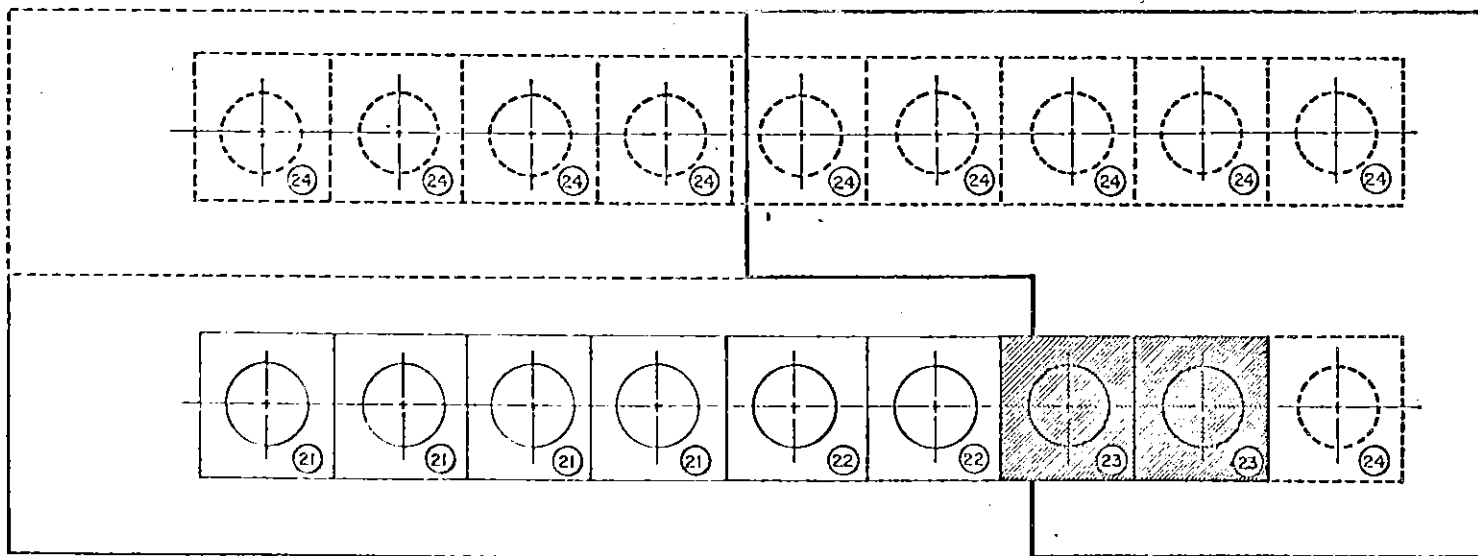


FLOOR PLAN



LEGEND

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



B & G - 22

EXHIBIT B

LEASE AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF GALVESTON §

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

(Corporate Seal)

ATTEST:

ATTEST:

APPROVED AS TO FORM:

CENTRAL ENERGY CORPORATION

By _____

CARL P. WALLACE, PRESIDENT

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

APPROVED AS TO CONTENT:

University Attorney

Executive Vice-Chancellor for
Fiscal Affairs

EXHIBIT "D"
BUILDINGS TO BE SERVED FROM CENTRAL PLANT

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

* See Exhibit "A" for key to building numbers

BILL OF SALE

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

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

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

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

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

ATTEST:

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

Approved as to Form:

Approved as to Content:

University Attorney

Executive Director
Facilities Planning and
Construction

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

Notary Public in and for
Travis County, Texas

CENTRAL WATER CHILLING PLANT

Size of Building:

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

Mezzanine:

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

Total Square Feet 15,935 sq. ft.

CONSTRUCTION:

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

Structure Framing:

Reinforced Concrete Columns and Beams

Walls:

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

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

Floors:

Color Finished Concrete

Roofing:

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

CRANE INSIDE OF BUILDING:

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

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

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

CENTRAL CHILLING PLANT EQUIPMENT

I Air Dryer

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

II Chemical Feeder

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

III Air Compressors

Ingersoll-Rand Air Compressor, Type 30, Size
5-1/2 x 3-1/2 x 4, 440 volts, Model 71GX, Serial
#201647 with after cooler, Motor Serial #123030PW
East Motor Serial #650-270W-440 volts, 10 HP

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

IV Chill Water Compressors

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

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

#3-Carrier Compressor, Rated 2125 Tons, Model
#17M-44, Serial #00223, with #05197 Cooler and
#10198 Condenser, 2250 HP, 4160 volts, General
Dynamics Frame #806 WU, Serial #60100285 A-1
Oil Pump - Motor 1/4 HP, 1725 rpm, GE Model
#51CC 37K C 188 Frame 56C 115 volts, Motor Serial
#GBD
Terry Gear Reduction Type UM Gear #56123 Pinion
rpm-6051 Gear Ratio 3.4186
Auxiliary Oil Pump Motor, Serial #6509, Model
ABDP 1 HP 440 volts

V Acid Storage Tank

1500 Gallon Still Acid Storage Tank, with Sight
Glasses

VI Acid Pump

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

VII Air Handling Units

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

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

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

VIII Chill Water Make Up Tank

Chill Water Make Up Tank with McDonnell-Miller Controls

Chill Water Make Up Pump

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

IX Chill Water Pumps

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

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

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

X Condenser Water Pump

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

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

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

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

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

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

XI Cooling Towers

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

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

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

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

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

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

XII Steam Condensate Receiver and Pumps

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

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

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

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

Associated Field Equipment located on main floor of Compressor Section

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

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

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

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

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

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

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

XIV Central Chilling Plant Power Panel

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

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

Metering Section

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

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

1-Spare Section for Future Magnetic Contactor

Outside Building Main-Current Limiting Fuse Type CL

Disconnect Switch ITE

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

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

XV Motor Control Center

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

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

1. Lighting Dry Type Transformer-45KVA, 3 phase
General Electric 480/208/120 Volts, Model
#9T 23Y 3513
2. Control Dry Type Transformer-6KVA, 3 phase,
General Electric 480/208/120 Volts, Serial
#YY, Model #9T 22Y 3012

XVI Refrigerant Pump-Out System and Storage Tank

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

20. PUBLIC HEALTH SCHOOL - APPROVAL OF PRELIMINARY PLANS FOR PHASE I BUILDING AND APPROPRIATION OF ADDITIONAL ARCHITECT'S FEES.--In accordance with authorization given by the Board at the meetings held September 20, 1968, November 1, 1968, and December 13, 1968, preliminary plans and outline specifications for a building for The University of Texas School of Public Health at Houston (Phase I), have been prepared by Joiner, Coburn, and King, Architects on the project. These preliminary plans and outline specifications have been approved by Dr. Stallones and System Administration, and it is recommended that they be approved by the Board, with authorization to proceed with the preparation of working drawings and specifications to be presented to the Board for approval at a later meeting.

An appropriation in the amount of \$800,000.00 has been made for this project. Since this appropriation was made, certain changes have been made in the planning for this building. Although it was originally contemplated as a temporary building, it is now designed as a permanent building, the exterior of which will be compatible with other permanent buildings to be constructed by the University in this area. It has also been designed with a foundation that will support a six-story building and with additional elevator shafts for future expansion. These changes in the concept of the building have increased the estimated cost to approximately \$1,200,000.00. It is, therefore, recommended that an additional appropriation of \$18,000.00 be made to the Architect's Fees from the Allotment Account for the project to cover the cost of Architect's Fees through the working drawing stage.

EMERGENCY ITEMS
BUILDINGS AND GROUNDS COMMITTEE

Date: October 31, 1969
Time: Following the meeting of the Medical
Affairs Committee
Place: Student Lounge
Student Union Building
Dallas Medical School
Dallas, Texas

Page
B & G

U. T. AUSTIN

21. Award of Contracts to Abel Contract Furniture and Equipment Company, Inc., Macey-Fowler, Inc., Foley's, A Division of Federated Department Stores, Inc., Stewart Office Supply Company, Standard Wood Products Corporation, A Division of NII Laboratory Furniture, Inc., Estey Corporation, and Library Bureau, Division of Remington Rand Division, Sperry Rand Corporation for Furniture and Furnishings for the Lyndon Baines Johnson Library and East Campus Library and Research Building (Sid W. Richardson Hall)

34

U. T. ARLINGTON

22. Authority to Execute Contracts for the Purchase of the Ruby Ray Swift Elementary School Property of Arlington Independent School District and Related Matters

36

U. T. Houston

23. Acceptance of Land from Texas Medical Center

36

Medical Branch

24. Authorization to Negotiate with Appraiser Regarding Galveston Land Acquisition

36

25. Supplemental Material to Item No. 14

37

21. U. T. AUSTIN - AWARD OF CONTRACTS TO ABEL CONTRACT FURNITURE AND EQUIPMENT COMPANY, INC., MACEY-FOWLER, INC., FOLEY'S, A DIVISION OF FEDERATED DEPARTMENT STORES, INC., STEWART OFFICE SUPPLY COMPANY, STANDARD WOOD PRODUCTS CORPORATION, A DIVISION OF NII LABORATORY FURNITURE, INC., ESTEY CORPORATION, AND LIBRARY BUREAU, DIVISION OF REMINGTON RAND DIVISION, SPERRY RAND CORPORATION FOR FURNITURE AND FURNISHINGS FOR THE LYNDON BAINES JOHNSON LIBRARY AND EAST CAMPUS LIBRARY AND RESEARCH BUILDING (SID W. RICHARDSON HALL).--In accordance with authorization given by the Board at the meeting held August 1, 1969, bids were called for and were received, opened, and tabulated on October 21, 1969, as shown on the attached sheet, for the Lyndon Baines Johnson Library and the East Campus Library and Research Building (Sid W. Richardson Hall), at The University of Texas at Austin. It is recommended by President Hackerman and System Administration that contract awards be made to the low bidders, as follows:

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

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

FURNITURE AND FURNISHINGS FOR LYNDON BAINES JOHNSON LIBRARY AND
EAST CAMPUS LIBRARY AND RESEARCH BUILDING (SID W. RICHARDSON HALL)
THE UNIVERSITY OF TEXAS AT AUSTIN

Bids Received at the Office of Facilities Planning and Construction,
The University of Texas System, Austin, Texas, at 2:00 P. M., October 21, 1969

Bidder	Base Proposal No. 1	Base Proposal No. 2	Base Proposal No. 3	Base Proposal No. 4	Base Proposal No. 5	Base Proposal No. 6	Base Proposal No. 7	Base Proposal No. 8	Deductive Alternate
Abel Contract Furniture and Equipment Company, Inc., Austin, Texas	\$359,864.00	\$49,217.18	\$ No Bid	\$ No Bid	\$232,991.00	\$558,522.00	\$224,273.00	\$113,693.00	\$67,250.00
Adleta Showcase and Fixture Manufacturing Company, Dallas, Texas	--	--	--	--	477,904.00	--	--	--	--
W. R. Ames Company, Milpitas, California	No Bid	No Bid	No Bid	No Bid	No Bid	368,239.00	No Bid	No Bid	--
Dallas Office Supply Company, Dallas, Texas	370,900.44	48,456.48	75,285.30	No Bid	--	No Bid	No Bid	No Bid	Not App.
Estey Corporation, Red Bank, New Jersey	--	--	--	--	185,719.00	319,964.00	227,839.00	--	45,950.00
Foley's, A Division of Federated Department Stores, Inc., Houston, Texas	No Bid	No Bid	73,668.27	No Bid	221,375.78	No Bid	225,508.59	98,280.00	--
Library Bureau, Division of Remington Rand Division, Sperry Rand Corporation, Austin, Texas	No Bid	No Bid	No Bid	No Bid	227,510.50	469,516.11	179,344.35	No Bid	66,251.87
Macey-Fowler, Inc., New York, New York	--	48,157.75	80,164.25	16,897.30	--	No Bid	202,779.85	No Bid	No Bid
Rockford Furniture Associates, Austin, Texas	370,980.00	No Bid	74,116.80	17,028.28	228,280.00	No Bid	230,719.00	113,980.00	No Bid
Louis Shanks of Austin, Inc., Austin, Texas	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	101,726.10	--
Standard Wood Products Corporation, A Division of NII Laboratory Furniture, Inc., Hicksville, New York	--	--	--	--	144,278.00	--	--	--	Not App.
Stewart Office Supply Company, Dallas, Texas	381,901.01	54,490.77	79,352.43	15,538.70	No Bid	No Bid	236,623.12	No Bid	No Bid
The Titcher Goettinger Company, Commercial Sales Division, Dallas, Texas	--	--	--	--	--	--	--	105,555.88	--
John H. Yochem Company, Corpus Christi, Texas	379,057.91	49,765.95	79,470.29	No Bid	No Bid	No Bid	185,422.60	No Bid	Not App.

Each Bidder submitted with his bid a bidder's bond or a cashier's check in the amount of 5% of the greatest amount bid and a satisfactory financial statement required by the specifications.

B & G - 35

22. U. T. ARLINGTON: AUTHORITY TO EXECUTE CONTRACTS FOR THE PURCHASE OF THE RUBY RAY SWIFT ELEMENTARY SCHOOL PROPERTY OF ARLINGTON INDEPENDENT SCHOOL DISTRICT AND RELATED MATTERS. --
At the June 16-17, 1967, meeting of the Board, authorization was granted for the purchase of the Ruby Ray Swift Elementary School property of the Arlington Independent School District and for the conveyance by the Board of Regents of The University of Texas System of an amount of land of equal value as a construction site for a new elementary school. It is requested that an appropriation be authorized in an amount of \$300,000 to cover the purchase price and closing costs, which will also include survey charges and costs for the extension of sewage facilities, such sum to come from the Unappropriated Ad Valorem Tax Bond Funds of U. T. Arlington. In addition to the \$300,000 to be paid, the Board will convey to Arlington Independent School District that certain land on the Southeast corner of the intersection of Fielder Road and the proposed extension of Mitchell Street, the exact description and configuration to be determined by a survey at a later date. Possession of the school building will be reserved by the Arlington Independent School District until a new school building has been completed. If this Agreement is approved at this meeting of the Board of Regents, the Swift School facilities will be available to the University by the Fall of 1970.

Deputy Chancellor LeMaistre, Executive Vice-Chancellor Walker and President Harrison recommend that the Chairman of the Board be authorized to execute a contract of sale and a warranty deed and take such other appropriate steps as may be necessary to consummate this transaction, after such contract of sale, deed, and other documents have been approved as to content and form.

23. ACCEPTANCE OF LAND FROM TEXAS MEDICAL CENTER. --

24. GALVESTON MEDICAL BRANCH: AUTHORIZATION TO NEGOTIATE WITH APPRAISER REGARDING GALVESTON LAND ACQUISITION. --

Pursuant to action of the Board of Regents at its September 12 meeting, the Coordinating Board has endorsed in principle the acquisition of land in Galveston, Texas.

Before final approval of the Coordinating Board can be obtained we must have two appraisals on each tract to be acquired.

Therefore, System Administration requests approval to negotiate with appraisers in Galveston with the understanding that final approval of the terms and conditions with the two appraisers selected will be recommended by System Administration for approval of the Executive Committee of the Board of Regents.

25. SUPPLEMENTAL MATERIAL TO ITEM NO. 14. --

System Administration concurs in President Hackerman's recommendation that an additional appropriation of \$50,000 be made from the unappropriated balance of the available fund for consultants to the Office of Facilities Planning and Construction in connection with the continued development of a long-range campus plan for UT Austin. The selection of the consultants and the rate of reimbursement are subject to prior approval by the Chairman of the Buildings & Grounds Committee of the Board of Regents.

Medical Affairs Committee

MEDICAL AFFAIRS COMMITTEE

Date: October 31, 1969

Time: Following the meeting of the Land and
Investment Committee

Place: Student Lounge
Student Union Building
Dallas Medical School
Dallas, Texas

	<u>Page</u> <u>MED</u>
1. Dallas Medical School: Establishment of a Division of Neurophysiology Within the Department of Physiology and the Appoint- ment of Doctor William Willis as Chairman	2
2. Dallas Medical School: Baccalaureate Degree Programs in the School of Allied Health Professions	2
3. San Antonio Medical School: Affiliation Agree- ment Between Board of Regents and Board of Trustees of the Baptist Memorial Hospital at San Antonio	2
4. M. D. Anderson: Report on the University Cancer Foundation Activities	9

1. Dallas Medical School: Establishment of a Division of Neurophysiology Within the Department of Physiology and the Appointment of Doctor William Willis as Chairman. --

Deputy Chancellor LeMaistre concurs in the recommendation of Dean Sprague that the Board of Regents approve (1) the establishment of a Division of Neurophysiology within the Department of Physiology and (2) the appointment of Dr. William Willis as Chairman of the Division of Neurophysiology. Following action by the Board of Regents, the establishment of this new Division will be reported as information to the Coordinating Board, Texas College and University System.

2. Dallas Medical School: Baccalaureate Degree Programs in the School of Allied Health Professions.--

Deputy Chancellor LeMaistre concurs in the request of Dean Sprague that the Board of Regents approve baccalaureate degree programs in physical therapy, medical technology, rehabilitation science and instructional media technology and a certificate program in dietetic internship in the School of Allied Health Professions at The University of Texas (Southwestern) Medical School at Dallas. (1)

In addition, Dr. LeMaistre requests that Dean Sprague and Dr. Burk, Dean of the School of Allied Health Professions, be allowed to present a brief oral report on these programs.

(1) Following approval by the Regents, permission is requested to process these ~~same~~ programs for approval through the Coordinating Board, Texas College and University System.

3. San Antonio Medical School: Affiliation Agreement Between Board of Regents and Board of Trustees of the Baptist Memorial Hospital of San Antonio.--

Deputy Chancellor LeMaistre recommends, and Chancellor Ransom concurs, that the Board of Regents approve the affiliation agreement with the Board of Trustees of the Baptist Memorial Hospital of San Antonio, Texas. The agreement has been approved by Messrs. Gibson, LeMaistre, and Walker. It is further recommended that the Board of Regents authorize the Chairman to execute this instrument. This agreement is set out on Pages 2-9.

AFFILIATION AGREEMENT

THE STATE OF TEXAS }
 {
COUNTY OF BEXAR }

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

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

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

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

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

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

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

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

2. PROVISIONS FOR FACULTY APPOINTMENTS FOR HOSPITAL STAFF MEMBERS

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

(1) Unqualified Tenure Appointment:

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

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

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

(2) Qualified Tenure Appointment:

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

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

(3) Hospital Staff without Compensation:

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

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

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

3. COMPENSATION ARRANGEMENTS FOR FULL-TIME FACULTY

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

4. JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

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

5. PROVISION FOR REVIEW OF RELATIONSHIP

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

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

6. JURISDICTIONAL POWERS

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

7. ADMISSION OF PATIENTS AND APPOINTMENTS TO TEACHING STAFF

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

8. CHANGES IN AGREEMENT AND DISSOLUTION

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

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

9. TERM OF AGREEMENT

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

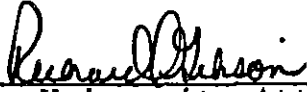
EXECUTED by the parties on the day and year first above written.

ATTEST: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM


Secretary By _____
Chairman

ATTEST: BAPTIST MEMORIAL HOSPITAL

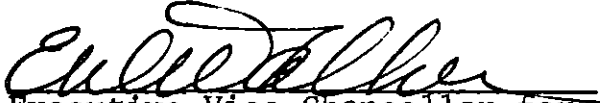
Secretary By _____
Chairman of
the Board of Trustees

Approved as to Form:


University Attorney

Approved as to Content:


Deputy Chancellor



Executive Vice-Chancellor for
Fiscal Affairs

4. M. D. Anderson: Report on the University Cancer Foundation Activities. --

Deputy Chancellor LeMaistre concurs in the request by President R. Lee Clark to present a report concerning the University Cancer Foundation activities.

MEDICAL AFFAIRS COMMITTEE

Supplementary Agenda

Date: October 31, 1969

Time: Following the meeting of the Land and
Investment Committee

Place: Student Lounge
Student Union Building
Dallas Medical School
Dallas, Texas

	<u>Page</u> <u>MED</u>
5. San Antonio Medical School: Report by Deputy Chancellor LeMaistre on Problems of Bexar County Hospital District	10
6. Galveston Medical Branch: Approval of By-Laws of the Faculty of Allied Health Sciences at The School of Allied Health Sciences	10

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5. San Antonio Medical School: Report by Deputy Chancellor LeMaistre on Problems of Bexar County Hospital District. -- Deputy Chancellor LeMaistre will present a report on the problems of the Bexar County Teaching Hospital as it relates to The University of Texas Medical School at San Antonio.
6. Galveston Medical Branch: Approval of By-Laws of the Faculty of Allied Health Sciences at The School of Allied Health Sciences. -- Deputy Chancellor LeMaistre concurs in the recommendation of President Blocker, Vice-President White and Dean Bing that the By-Laws of the Faculty of Allied Health Sciences of the School of Allied Health Sciences at The University of Texas Medical Branch at Galveston be approved as set out on Pages 11-21 .

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

The University of Texas Medical Branch

Galveston

August, 1969

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

PREAMBLE

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

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

Article I
Name, Object and Purpose

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

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

A. Cooperate in maintaining the standards of acceptable academic performance and established curriculum within the School of Allied Health Sciences;

B. Recommend and maintain standards for admission and admit students who have been accepted by each department to the School of Allied Health Sciences;

C. Recommend and maintain standards for promotion and approve candidates for certification for graduation by the Board of Regents of the University of Texas System from the School of Allied Health Sciences;

D. Recommend and maintain standards for certification of proficiency and approve candidates for the awarding of certificates of proficiency by the School of Allied Health Sciences;

E. Recommend for departmental approval measures to be taken in cases of academic or clinical deficiencies and/or failure; and

F. Consider and advise upon all general policies and measures bearing upon the quality of instruction in the School of Allied Health Sciences.

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

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

A. Be consulted upon general administrative affairs of the School of Allied Health Sciences;

B. Perform those tasks auxiliary to teaching and research: e.g., serve upon faculty and administrative committees, attend to administrative and disciplinary duties, and promote diligence and scholarship in the student body.

Section 5. Student Affairs

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

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

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

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

Article II
Membership

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

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

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

Section 4. Appointment and Promotion

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

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

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

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

Article III

The Administration of the School of Allied Health Sciences

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

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

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

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

Article IV Committees of the Faculty

Section 1. General

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

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

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

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

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

or others as created in Article IV, Section 7.

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

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

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

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

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

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

Section 4. Admissions Committee

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

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

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

Section 5. Curricula Committee

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

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

Section 6. Continuing Education Committee

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

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

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

Section 7. Other Standing Committees

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

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

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

Article V
Meetings, Rules and Procedures

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

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

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

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

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

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

Article VI Adoptions and Amendments

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

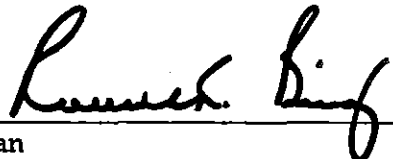
Section 2. Repeal of Prior Rules - Adoption of these By-Laws by the Faculty of Allied Health Sciences and recommendation of the President of the University of Texas Medical Branch, and approval by the Board of Regents of the University of Texas System, shall repeal and set aside all prior rules and regulations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

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

ENDORSEMENTS

1. Approved by the Faculty of the School of Allied Health Sciences:

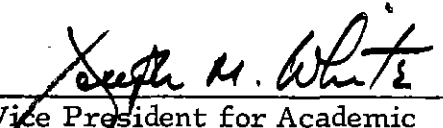
August 19, 1969
Date



Dean
School of Allied Health Sciences

2. Recommend Approval:

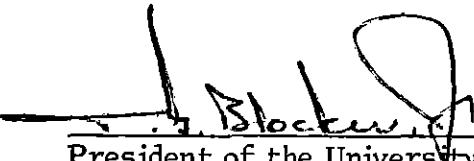
10-7-69
Date



Vice President for Academic
Affairs and Dean of Medicine

3. Recommend Approval:

10-9-69
Date



President of the University of
Texas

4. Approved:

Date

Deputy Chancellor of the
University of Texas System

5. Approved:

Date

Chairman of the Board of Regents
University of Texas System

Land and Investment Committee

LAND AND INVESTMENT COMMITTEE

Date : October 31, 1969
Time : Following the meeting of the Academic and
Developmental Affairs Committee
Place : Student Lounge
Student Union Building
Dallas Medical School
Dallas, Texas

I. PERMANENT UNIVERSITY FUND

Page
L & I

A. INVESTMENT MATTERS:

1. Report on Clearance of Monies to Permanent University Fund and Available Fund for the Current Fiscal Year Through August, 1969 3
2. Report on Clearance of Monies to Permanent University Fund and Available Fund Through September, 1969 4

B. LAND MATTERS:

1. Easements Nos. 2989 through 3011 5
2. Material Source Permit Nos. 362 and 363 8
3. Assignment of Easements Nos. 1420 and 2856 8
4. Recommendation for Approval of Surface Lease No. 3012 to Lower Valley Oil Company, Inc. 9
5. Recommendation for Agreement with the Texas Gulf Sulphur Company as to Development Requirements on Sulphur Mining Leases Numbers S-11 through S-15 9
6. Recommendation for Cancellation of Prospecting Permit No. 6 to Allwest Mining Company 10

II. TRUST AND SPECIAL FUNDS

A. REAL ESTATE MATTERS:

1. U. T. Austin - Hogg Foundation: W. C. Hogg Memorial Fund - Recommendation for Lease for Additional Term to Simpson Dining Car, Inc., on Property at Main and Bell, Houston 11
2. U. T. Austin - Hogg Foundation: W. C. Hogg Memorial Fund - Recommendation for Lease to Edwin Eckert on Undivided Mineral Interest in 222.02 Acres, Bexar County 11

3. U. T. Austin - Hogg Foundation: W. C. Hogg Memorial Fund - Recommendation for Lease to Skelly Oil Company on One-Half Minerals Under 1,950.75 Acres, House Surveys, Montgomery County 11
4. M. D. Anderson Hospital - Gimbel Building Fund - Recommendation for Designation of Drilling Sites on Tract in Ambrose Mays Survey, Harris County 12
5. U. T. Austin - Archer M. Huntington Museum Fund - Recommendation for Electrical Line Easement to Community Public Service Company on Huntington Land, Galveston County 12

REPORT ON CLEARANCE OF MONIES TO PERMANENT UNIVERSITY FUND AND AVAILABLE FUND.--The Auditor, Oil and Gas Production, reports the following with respect to monies cleared by the General Land Office to the Permanent University Fund and Available University Fund for the current fiscal year through August, 1969, as follows:

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

Oil and Gas Development - August 31, 1969

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

REPORT ON CLEARANCE OF MONIES TO PERMANENT UNIVERSITY FUND AND AVAILABLE FUND.--The Auditor, Oil and Gas Production, reports the following with respect to monies cleared by the General Land Office to the Permanent University Fund and Available University Fund through September, 1969, as follows:

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

Oil and Gas Development - September 30, 1969

Acreage under Lease	648,062
Number of Producing Acres	317,060
Number of Producing Leases	1,401

PERMANENT UNIVERSITY FUND - LAND MATTERS --

LEASES AND EASEMENTS -- It is recommended by the Vice-Chancellor for Investments, Trusts and Lands that the following applications for various leases, easements, and material source permits on University Lands be approved. All are at the standard rates, unless otherwise stated, are on the University's standard forms with grazing leases carrying provisions for extension for an additional five years at negotiated terms. Payments for easements and material source permits have been received in advance unless otherwise stated. All have been approved as to form and as to content by the appropriate officials.

EASEMENTS AND SURFACE LEASES

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

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

Easements and Surface Leases - Continued --

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

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

Easements and Surface Leases - Continued --

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

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

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

MATERIAL SOURCE PERMITS

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

ASSIGNMENT OF EASEMENTS

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

*Assignment Fee.

PERMANENT UNIVERSITY FUND - LAND MATTERS.--

RECOMMENDATION FOR APPROVAL OF SURFACE LEASE NO. 3012 TO LOWER VALLEY OIL COMPANY, INC.--The Board of Regents has previously granted surface leases on property in Block L, University Lands, El Paso County, Texas, adjacent to the intersection of FM Road #793 and Interstate Highway 10, near Fabens, Texas. In order to finance the construction of permanent improvements on such leases, such as service stations, restaurants, motels and related tourist facilities, it has been found both necessary and desirable to grant leases for a term of 20 years, with rental clauses that provide for periodic rental escalation.

The University Staff has worked out the terms of a lease with the Lower Valley Oil Company, Inc. on our remaining corner site at the Fabens Interchange on Interstate Highway 10 upon which will be constructed a service station, trailer park and related facilities.

The Vice-Chancellor for Investments, Trusts and Lands, joined by the University Land Agent, recommends the granting of Surface Lease No. 3012 to the Lower Valley Oil Company, Inc. for a term of 20 years from November 1, 1969, to October 31, 1989, covering a tract 150 feet by 300 feet, out of Section 24, Block L, University Lands, El Paso County, Texas, with the annual rental rate therefor to be as follows:

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

RECOMMENDATION FOR AGREEMENT WITH THE TEXAS GULF SULPHUR COMPANY AS TO DEVELOPMENT REQUIREMENTS ON SULPHUR MINING LEASES NUMBERS S-11 THROUGH S-15.--As of December 14, 1967, the Board of Regents did execute and later deliver to the Texas Gulf Sulphur Company five sulphur leases, each covering a section of land in Pecos County, Texas, same being Sulphur Mining Leases S-11, S-12, S-13, S-14 and S-15. Section 4a of each of the leases provides that the lessee, beginning with the second year of the lease, shall drill at least one test hole each year during the primary term to a depth of 1,000 feet or to a sufficient depth to penetrate the Salado Formation or its geological equivalent. The Texas Gulf Sulphur Company, in accordance with prudent sulphur exploration practices, has drilled all of the necessary core test holes on each of the above leases during the second year of the lease. The Company has requested that the Board of Regents execute an agreement to formally acknowledge the fact that on all of the leases, sufficient test holes have been drilled to meet the development requirements of each of the leases during the primary term.

The Vice-Chancellor for Investments, Trusts and Lands and the Geologist-in-Charge recommend approval and the execution of the proposed agreements with the Texas Gulf Sulphur Company by the Vice-Chancellor for Investments, Trusts and Lands for and on behalf of the Board of Regents of The University of Texas System.

RECOMMENDATION FOR CANCELLATION OF PROSPECTING PERMIT NO. 6 TO ALLWEST MINING COMPANY.--At its meeting of September 12, 1969, the Board of Regents authorized a prospecting permit and lease to the Allwest Mining Company of Phoenix, Arizona, relating to the minerals other than oil, gas, potash or sulphur on Sections 6, 7, 8 and 9, Block 14, University Lands, Andrews County, containing 1,288 acres subject to the payment of the total consideration of \$2,576 and the posting of a cash bond in the amount of \$2,000 within 30 days. Mr. O. L. Johnson has been incapacitated by illness since approximately September 1, 1969, and has been unable to comply with the terms of the authorization.

The Vice-Chancellor for Investments, Trusts and Lands and the Geologist in Charge recommend cancellation of the prospecting permit and mineral lease.

TRUST AND SPECIAL FUNDS - REAL ESTATE MATTERS.--

U. T. AUSTIN - HOGG FOUNDATION: W. C. HOGG MEMORIAL FUND - RECOMMENDATION FOR LEASE FOR ADDITIONAL TERM TO SIMPSON DINING CAR, INC., ON PROPERTY AT MAIN AND BELL, HOUSTON.--Simpson Dining Car has operated on Hogg Foundation property at Main and Bell in Houston for over 30 years with the last lease being for 2 years expiring December 31, 1969, at base rental of \$1,000 per month plus 6% of gross sales above \$175,000 annually. The lease is subject to cancellation on 3 months' notice in the event of sale or long-term lease. The improvements are owned by the lessee with right of removal upon termination of the lease. Gross business in 1968 exceeded the base of \$175,000 and \$912.90 additional rental was paid.

The Vice-Chancellor, Investments, Trusts and Lands, recommends that the Lessee's proposal for another lease for 2 years, beginning January 1, 1969, on the same basis as the current lease be accepted by the Board of Regents and execution of the lease be authorized.

HOGG FOUNDATION: WILL C. HOGG MEMORIAL FUND - RECOMMENDATION FOR LEASE TO EDWIN ECKERT ON UNDIVIDED MINERAL INTEREST IN 222.02 ACRES, BEXAR COUNTY.--The Board of Regents received from the Will C. Hogg Estate in 1939 a term mineral fee of 1/64th of the minerals under 222.02 acres in the P. L. Buquor Survey, Bexar County, in the Eckert Field, which tract was covered at that time by leases to a depth of 1,000 feet. There is still some shallow production and small royalties to Hogg Foundation; and the operators are now planning to drill additional wells, at least one of which they wish to take deeper than 1,000 feet in an effort to find another producing sand. Mr. Eckert is taking leases covering the minerals below 1,000 feet, including the small interests of Miss Ima Hogg, Mrs. Hanszen, and Mrs. Markus. All of these term mineral interests will expire when all production on the tract ceases since the expiration date, unless maintained by production, was in 1939. Mr. Eckert's proposal for 5-year leases is at bonus of \$3 per acre (\$11.00 for Hogg Foundation), \$1 per acre annual delay rental, and 1/8th royalty. The Vice-Chancellor, Investments, Trusts and Lands, recommends that the lease be authorized on the proposed terms.

HOGG FOUNDATION: WILL C. HOGG MEMORIAL FUND - RECOMMENDATION FOR LEASE TO SKELLY OIL COMPANY ON ONE-HALF MINERALS UNDER 1,950.75 ACRES, HOUSE SURVEYS, MONTGOMERY COUNTY - The Board of Regents received, with other properties from the Will C. Hogg Estate in 1939, 2,358 acres in the Ransom House and Joseph House Surveys, Montgomery County, and sold the property in 1943 to the Houston Council, Boy Scouts of America, retaining one-half of the minerals. The Boy Scouts still own the property, known as Camp Strake, and the other one-half of the minerals. Under leases made in 1949, Humble Oil & Refining Company held about 347 acres of the property for several years in their Grand Lake Gas Unit No. 1, but their last well was plugged last year.

Skelly Oil Company proposes to the Board of Regents and the Boy Scouts 5-year oil, gas, and mineral leases covering 1,950.75 acres of the property at bonus of \$35 per mineral acre (\$34,138 for Hogg Foundation), \$5 per acre annual delay rental, and 1/6th royalty. The University has been told that the Boy Scouts are accepting the proposal, and there should be definite information on this by the time the Board of Regents meets. The lease from the Board of Regents will carry satisfactory provisions as to one well holding, beyond the primary term, only such acreage assigned to it according to Railroad Commission spacing rules. The Vice-Chancellor, Investments, Trusts and Lands, recommends that the Board of Regents authorize the lease on the proposed terms.

M. D. ANDERSON HOSPITAL - GIMBEL BUILDING FUND - RECOMMENDATION FOR DESIGNATION OF DRILLING SITES ON TRACT IN AMBROSE MAYS SURVEY, HARRIS COUNTY.--From the Estate of Mose Gimbel, the Board of Regents owns for the benefit of the Gimbel Building Fund at M. D. Anderson Hospital an undivided one-half of the minerals under 454 acres in the Ambrose Mays Survey in north Harris County now within the area suited for residential development. The surface is owned by Ben and Max Marcus, and the other half of the minerals is owned by Mike Goldstein et al of Houston. In 1967, Texaco Inc. leased all of the minerals, the leases from Goldstein et al being dated in April and the lease from the Board of Regents being dated in June. Texaco paid the April, 1969, rental to Goldstein et al but dropped and released the University's lease in June.

Norwood Homes of Houston has entered into a contract with the Marcus brothers to buy the surface of this tract, the purchase to be closed on or before December 8, 1969, and contingent only on agreements with the mineral owners for designation of drilling sites by Texaco or if not by Texaco then by Norwood. There are to be 2 drilling sites of 5 acres each, one in the northwest corner of the tract and abutting the north line of the tract and the other in the southeastern corner of the tract and abutting the south line. Norwood already has a contract with Goldstein et al for the designation of these sites, and proposed the same consideration and terms to the Board of Regents and has sent \$1,000 earnest money to be applied on the consideration to be paid if Norwood closes with all concerned or forfeited to the University. They propose to pay the Board of Regents \$40,000, payable \$8,000 on closing and the balance of \$32,000 by note of Norwood Homes, unsecured except for personal endorsement of Mr. Glen Norwood, principal owner of the company, payable in 12 semi-annual installments with interest at 7 1/2 % per annum. Payment terms are the same as with the Marcus brothers for the surface. The Vice-Chancellor for Investments, Trusts and Lands recommends that the Board of Regents authorize the agreement as proposed.

U. T. AUSTIN - ARCHER M. HUNTINGTON MUSEUM FUND - RECOMMENDATION FOR ELECTRICAL LINE EASEMENT TO COMMUNITY PUBLIC SERVICE COMPANY ON HUNTINGTON LAND, GALVESTON COUNTY.--At the June, 1969, meeting, the Board of Regents authorized an appropriate agreement with Monsanto Chemical Company and/or Malone Service Company for use of a private road across part of the Huntington land in Galveston County, and it was mentioned that easements for utility lines might be requested.

Community Public Service Company in Texas City now requests an easement for an electric line, with the right, insofar as the University is concerned, for the Southwestern Bell Telephone Company to put a telephone line on the poles, running along the side of the private dirt road to provide service to the Malone Service Company and Monsanto waste disposal tracts. The easement will run approximately 8,800 feet on the University's land.

The Vice-Chancellor for Investments, Trusts and Lands recommends that the Board of Regents authorize an easement to Community Public Service Company as requested but for a term of five years only and with full rights reserved to the University to have all or part of the line relocated at no expense to the University if its location interferes with use of the University's land for anything other than grazing purposes. Total consideration for the five-year easement, which it is reported will be paid by Malone Service Company, would be \$500.00 cash.

LAND AND INVESTMENT COMMITTEE

SUPPLEMENTARY AGENDA

Date: October 31, 1969

Time: Following the meeting of the Academic and Developmental
Affairs Committee

Place: Student Lounge
Student Union Building
Dallas Medical School
Dallas, Texas

Page
L & I

Permanent University Fund - Land Matters

7. Recommendation Re Participation in Brush
Control and Range Improvement Program
Except El Paso, Culberson and Hudspeth
Counties

14

Other Matters

1. U. T. System - Report and Recommendations Relating to the
Texas Tort Claims Act (H. B. No. 456, 61st Legislature,
Regular Session, 1969) and Insurance Coverage for U. T.
System Employees (Authorized by H. B. 203, 61st Legisla-
ture, Regular Session, 1969).
2. Report of Securities Transactions for Permanent
University Fund and for Trust and Special Funds
for August 1969

15

19

PERMANENT UNIVERSITY FUND - LAND MATTERS. --

RECOMMENDATION RE PARTICIPATION IN BRUSH CONTROL AND RANGE IMPROVEMENT PROGRAM EXCEPT EL PASO, CULBERSON AND HUDSPETH COUNTIES. --In 1968, the Brush Control and Range Improvement Association, a non profit association, was formed by a group of interested ranchers and representatives from the Farm Bureau, the Farmers Union, the Texas Sheep and Goat Raisers Association and the Texas and Southwestern Cattle Raisers Association to raise and allocate money for research projects to develop a new and improved approach toward brush and weed control and grass-land improvement. The immediate goal of the Association is to raise, from the landowners of Texas, one cent an acre per year for five years. This phase of the program is patterned somewhat along the lines of the massive effort which was used a few years back in the successful screw worm eradication program. Mr. John Matthews, of Abilene, Chairman of the Association, advises that something in excess of \$100,000. has already been raised and that campaign Chairmen have been appointed in 146 counties. He also advised that research thus far indicates some new chemical products offer rather encouraging prospects.

The Vice-Chancellor for Investments, Trusts and Lands, joined by Mr. Billy Carr, Land Agent, feels that this program has real merit and could result in substantial long range benefit to the University. They therefore recommend that participation in the program be approved for all University lands except those situated in El Paso, Culberson and Hudspeth Counties, on the following basis:

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

If 100% of the ranch lessees, in Counties other than El Paso, Culberson and Hudspeth Counties, elected to participate in the program, the annual rental reduction would be approximately \$8,000., or a total for the five year period of \$40,000.

OTHER MATTERS

U. T. SYSTEM - REPORT AND RECOMMENDATIONS RELATING TO THE TEXAS TORT CLAIMS ACT (H. B. NO. 456, 61ST LEGISLATURE, REGULAR SESSION, 1969) AND INSURANCE COVERAGE FOR U. T. SYSTEM EMPLOYEES (AUTHORIZED BY H. B. 203, 61ST LEGISLATURE, REGULAR SESSION, 1969).--The Board of Regents at its meeting held in Galveston on June 20, 1969, requested that a study be made of the Texas Tort Claims Act as it affects The University of Texas System and a report be made to the Board of the findings and recommendations. A thorough study of this matter has been made with representatives of the insurance industry as well as with other governmental agencies. A memorandum covering certain legal questions pertaining to the Texas Tort Claims Act is included as a part of the material supporting the recommendations. (Pages 16-19)

The Vice-Chancellor for Investments, Trusts and Lands, joined by the Executive Vice-Chancellor for Fiscal Affairs and the Comptroller, makes the following recommendations:

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

October 14, 1969

MEMORANDUM

To: Floyd O. Shelton, Vice-Chancellor for Investments, Trusts and Lands
From: W. R. Long
Re: Texas Tort Claims Act and H. B. 203

You have requested my opinion regarding certain questions involving the Texas Tort Claims Act enacted by the 61st Legislature, Regular Session, 1969, codified as Article 6252-19, Vernon's Texas Civil Statutes, which becomes effective January 1, 1970. These questions may be paraphrased for convenience as follows:

1. What is the liability exposure of The University of Texas System under the Texas Tort Claims Act, and how may the Board of Regents protect against such risks?
2. In the event liability insurance is purchased by The University of Texas System, what source of funds may be legally used to pay the premium therefor?
3. What duty and responsibility does The University of Texas System have with regard to the investigation, defense, compromise and settlement of any claim arising under the Texas Tort Claims Act?
4. Are the provisions of H. B. 203, enacted by the 61st Legislature, Regular Session, 1969, compatible with the provisions of the Texas Tort Claims Act, and if so, what liabilities are covered thereby?
5. What is the liability exposure of employees of The University of Texas System under the Texas Tort Claims Act and H. B. 203?

In connection with the first question, the following is quoted from the Texas Tort Claims Act:

"Sec. 3. Each unit of government in the state shall be liable for money damages per personal injuries or death when proximately caused by the negligence or wrongful act or omission of any officer or employee acting within the scope of his employment or office arising from the operation or use of a motor-driven vehicle and motor-driven equipment, other than motor-driven equipment used in connection with the operation of floodgates or water release equipment by river authorities created under the laws of this state, under circumstances where such officer or employee would be personally liable to the claimant in accordance with the law of this state, or death or personal injuries so caused from some condition or some use of tangible property, real or personal, under circumstances where such unit of government, if a private person, would be liable to the claimant in accordance with the law of this state. Such liability is subject to the exceptions contained herein, and it shall not extend to punitive or exemplary damages. Liability hereunder shall be limited to \$100,000 per person and \$300,000 for any single occurrence for bodily injury or death."

Section 3 clearly limits the liability of The University of Texas System to monetary damages for personal injuries or death in the amounts specified, arising out of the negligent operation or use of a motor-driven vehicle and motor-driven equipment, or from negligence in the condition or use of tangible property, either real or personal. The "premises liability" referred to in the last part of Section 3 is further limited by the provisions of Section 18, in that The University of Texas System shall owe to any claimant only the duty owed by private persons to a licensee on private property, unless payment has been made by the claimant for the use of the premises. The Act does not make The University of Texas System liable for property damage.

Under the provisions of the Texas Tort Claims Act, the Board of Regents of The University of Texas System may either (1) purchase liability insurance to protect against the risks enumerated in Section 3, or (2) purchase no insurance and defend such claims by and through the Office of Attorney General of the State of Texas. In the latter event, if judgment is recovered against The University of Texas System, the same shall be paid only by a direct appropriation of the Legislature. If the Board of Regents elects to purchase liability insurance, as stated in Attorney General Opinion M-475, dated September 17, 1969, the policy should be written in the limited terms of the statute.

In answer to the second question, Section 57 of Article V of the General Appropriation Bill passed by the 61st Legislature, Second Called Session, 1969, provides that no State appropriated funds may be used to purchase the liability insurance provided for under the Texas Tort Claims Act. Since the authorization to purchase liability insurance contained in the Texas Tort Claims Act is permissive rather than mandatory, it is the informal opinion of the Office of Attorney General that the rider to the Appropriation Bill is constitutional. The rider only prohibits the expenditure of State appropriated funds, and therefore the Board of Regents could use unrestricted or other non-appropriated funds for the purchase of such liability coverage.

In answer to the third question, it is my opinion that the Texas Tort Claims Act imposes no duty upon The University of Texas System with regard to the investigation, defense, compromise and settlement of any claim arising under the Act. This duty and responsibility is delegated specifically to the Office of Attorney General under Section 9. If the governmental agency elects to purchase liability coverage, the Office of Attorney General is authorized to relinquish to the insurance company the right to investigate, defend, compromise and settle any such claim. The Legislature in the current Appropriation Bill specifically appropriated the sum of \$200,000 to the Office of Attorney General during the first year of the biennium for the purpose of defending all claims brought under the Texas Tort Claims Act. It should be noted, however, that the sum of \$225,000 appropriated for this purpose during the second year of the biennium was vetoed by the Governor. The Office of Attorney General is informally considering defraying any such costs for the second year of the biennium by entering into interagency contracts with the several governmental agencies, whereby the agencies would pay their pro rata cost of the services rendered by the Office of Attorney General.

In answer to the fourth question, in my opinion the provisions of H. B. 203, enacted by the 61st Legislature, Regular Session, 1969, codified as Article 6252-19a, Vernon's Texas Civil Statutes, are compatible with the provisions of the Texas Tort Claims Act. The Texas Tort Claims Act deals solely with the limited tort liability of the State of Texas, whereas H. B. 203 deals solely with the individual tort liability of governmental officers and employees while operating State owned motor-vehicles. Under the provisions

of H. B. 203, each governmental agency is authorized to purchase liability insurance covering its officers or employees or in the alternative, it is authorized to reimburse the employee for the amount expended for automobile liability insurance which the employee has been required to purchase by such governmental agency. The policy or policies of liability insurance authorized to be purchased under H. B. 203, may provide for property damage coverage as well as bodily injury coverage, and shall be provided on a policy form or forms approved by the State Board of Insurance as to form and by the Attorney General as to liability. No limit of liability as to either bodily injury or property damage coverage is provided. Informally the Office of Attorney General has stated that the bodily injury coverage should be limited to that amount expressed in the Texas Tort Claims Act. In my opinion, this is a weak argument and the limit of liability, as to both bodily injury and property damage, should be left to the discretion of the Board of Regents.

In informal discussions with the Office of Attorney General, I have ascertained that this question has been specifically asked by the Texas Highway Department. Within the next 10 days an official opinion will be issued by the Office of Attorney General which will hold that the Texas Highway Department is authorized to purchase liability insurance coverage under H. B. 203 for its officers and employees.

The payment of the premium for the liability insurance coverage purchased by a state agency under H. B. 203, or the payment to reimburse the employee, are specifically authorized in Section 4 to be charged against the funds appropriated to such state agency. It should be noted that the rider to the Appropriation Bill referred to above, applies only to the expenditure of appropriated funds for the purchase of liability insurance under the Texas Tort Claims Act.

In answer to the fifth question, if a claimant recovers judgment against the State of Texas, such recovery is a complete bar to any recovery against the employee. Further, Section 15 of the Texas Tort Claims Act specifically provides that the doctrine of immunity from individual tort liability of public officers or employees, while acting in the scope of their employment, is preserved to the extent and degree that such officers and employees are now immune. In view of the foregoing, if the Board of Regents purchases liability insurance coverage for its employees under H. B. 203, the insurance company should be required to waive the defense of individual immunity of governmental officers or employees from tort liability.

SUMMARY

Section 3 of the Texas Tort Claims Act limits the tort liability of The University of Texas System to personal injury arising out of the negligent operation of motor-vehicles and negligent acts in connection with use and maintenance of its premises or personal property. The Board of Regents may, at its option, purchase liability insurance.

Section 57 of Article V of the current Appropriation Bill, prohibits the expenditure of state appropriated funds for the purchase of liability insurance under the Texas Tort Claims Act.

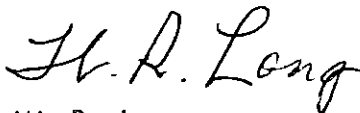
The University of Texas System has only the duty and obligation to cooperate with the Office of Attorney General which has the responsibility for the investigation, defense, compromise and settlement of any claim arising under the Texas Tort Claims Act.

October 14, 1969

The provisions of H. B. 203 are compatible with the provisions of the Texas Tort Claims Act since they deal with different subjects. The Board of Regents is authorized to purchase liability coverage for its officers and employees, which coverage may include both bodily injury and property damage, and to pay for the same out of appropriated funds.

The doctrine of individual immunity of governmental employees from tort liability, has been preserved under the Texas Tort Claims Act.

Sincerely yours,



W. R. Long

WRL:si

REPORT OF SECURITIES TRANSACTIONS FOR PERMANENT UNIVERSITY FUND AND FOR TRUST AND SPECIAL FUNDS FOR THE MONTH OF AUGUST 1969. --The report of securities transactions for Permanent University Fund and for Trust and Special Funds for the month of August 1969 was mailed to the Regents on October 14, 1969. The ballots inadvertently reflected reports for August and September, but the September report will not be submitted until the December meeting of the Board.

The results of the mail ballots will be reported at the meeting of the Land and Investment Committee.

Committee of the Whole

COMMITTEE OF THE WHOLE
Chairman Erwin, Presiding

Date: October 31, 1969

Time: Following the meeting of the Buildings and
Grounds Committee

Place: Student Lounge
Student Union Building
Dallas Medical School
Dallas, Texas

	<u>Page</u> <u>C of W</u>
I. REPORTS AND SPECIAL ITEMS BY REGENTS	2
II. REPORTS AND SPECIAL ITEMS BY CHANCELLOR	2
III. REPORTS AND SPECIAL ITEMS BY DEPUTY CHANCELLOR	2
IV. REPORTS AND SPECIAL ITEMS BY EXECUTIVE VICE-CHANCELLORS	3
V. SPECIAL ITEMS	
A. U. T. System	3
B. U. T. Austin	3
C. U. T. El Paso	3
D. U. T. Arlington	3
1. Establishment of a Central Mailing Office and a Revolving Fund Therefor and Establishment of a Revolving Fund for Supply Center (Authorized by 61st Leg., 2nd Called Session, H.B. No. 2, Article IV, Section 35)	

DOCUMENTATION

I. REPORTS AND SPECIAL ITEMS BY REGENTS

A. Chairman Frank C. Erwin, Jr.

B. Vice-Chairman Jack S. Josey

C. Regent W. H. Bauer

D. Regent Jenkins Garrett

E. Regent Frank N. Ikard

F. Regent Joe M. Kilgore

G. Regent John Peace

H. Regent Dan C. Williams

I. Regent E. T. Ximenes

II. REPORTS AND SPECIAL ITEMS BY CHANCELLOR

III. REPORTS AND SPECIAL ITEMS BY DEPUTY CHANCELLOR

IV. REPORTS AND SPECIAL ITEMS BY EXECUTIVE VICE- CHANCELLORS

- A. Executive Vice-Chancellor John J. McKetta
- B. Executive Vice-Chancellor E. D. Walker

V. SPECIAL ITEMS

- A. U. T. System
- B. U. T. Austin
- C. U. T. El Paso
- D. U. T. Arlington

1. Establishment of a Central Mailing Office and a Revolving Fund Therefor and Establishment of a Revolving Fund for Supply Center (Authorized by 61st Leg., 2nd Called Session, H. B. No. 2, Article IV, Section 35). --Below is a Xerox copy of System Administration's recommendation:

In addition to those service departments designated by the Board of Regents as Revolving Funds at previous meetings to facilitate accounting procedures, U. T. Arlington and System Administration officials concerned recommend that the Board establish additional revolving funds by approving the following:

As authorized by Section 35, Article IV, House Bill No. 2, Acts of the 61st Legislature, 2nd Called Session, the following departments are established as Revolving Funds for the benefit of the named institution:

The University of Texas at Arlington
Central Mailing Office
Supply Center

COMMITTEE OF THE WHOLE
Chairman Erwin, Presiding

Date: October 31, 1969

Time: Following the meeting of the Buildings and
Grounds Committee

Place: Student Lounge
Student Union Building
Dallas Medical School
Dallas, Texas

Page
C of W

V. SPECIAL ITEMS

A. U. T. System

2. Regents' Rules and Regulations, Part One,
Chapter III, Section 7.4 5

3. Regents' Rules and Regulations, Part One:
Amendments to Chapter VI, Section 3 5

4. For U. T. Dallas Approval of Richardson
Heights Bank and Trust as a Depository
Bank on a Limited Basis 6

B. U. T. Austin, U. T. Arlington, Galveston Medical
Branch

5. Request for Regents' Endorsement of Organi-
zational Assignment of Certain Institutes,
Schools, and Centers 7

C. U. T. El Paso

6. Institutional Supplement, Chapter 4 8

D - K . . .

L. M. D. Anderson

7. Appointment of Mr. Nat S. Rogers to the
Board of Visitors of the University
Cancer Foundation 18

VI. SCHEDULED EVENTS AND MEETINGS 21

VII. ADJOURNMENT 21

V. SPECIAL ITEMS

A. U. T. System

2. Regents' Rules and Regulations, Part One, Chapter III, Section 7.4. --

Deputy Chancellor LeMaistre and Executive Vice Chancellor McKetta concur in President Hackerman's recommendation that the following section be added to the Regent's Rules and Regulations as Section 7.4:

7.4 No faculty member may refuse to accept a student in a course or refuse to continue a student in a course except on the basis of the student's academic qualifications and the availability of suitable facilities.

3. Regents' Rules and Regulations, Part One: Amendments to Chapter VI, Section 3. --

It is recommended by the Administration that the Regents' Rules and Regulations be amended as follows:

Amend Section 3.(15), Chapter VI, Part One, Regents'

Rules and Regulations, to read as follows:

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

Amend Section 3.(17)(2), Chapter VI, Part One, Regents'

Rules and Regulations, by adding new Sections 6 and 7 to read as follows:

Section 6. Any person who, acting either singly or in concert with others, engages in any disruptive activity (as defined in Section 2(a) above) on the campus of any component institution of The University of Texas System is subject to discipline, including expulsion from enrollment as a student or dismissal from employment as a faculty or staff member. The institutional head or the Chancellor may take immediate interim disciplinary action, including suspension as a student or faculty or staff member pending a hearing, against any person who engages in any such disruptive activity.

Section 7. Neither the institutional head nor the Chancellor, nor any representative of either of them, shall negotiate or attempt to negotiate with any person or persons engaged in any disruptive activity (as defined in Section 2(a) above) on the campus of any component institution of The University of Texas System. On the contrary, the institutional head or the Chancellor, or any representative of either of them, shall take immediate action to utilize all lawful measures to halt and eliminate any and all such disruptive activities that come to their attention.

4. U. T. System Depository Banks: For U. T. Dallas Approval of Richardson Heights Bank and Trust as a Depository Bank on a Limited Basis. -- The University of Texas at Dallas is currently utilizing the current Depository Banks in Dallas for funds collected by that institution. The majority of U. T. Dallas receipts are in the form of checks or letters of credit, and deposits with the banks are by mail. At present there are a limited number of cash receipts, primarily from cafeteria sales, which amount to approximately \$125.00 per day. These receipts are required to be deposited daily with the U. T. Dallas business office, and in a bank no less often than once per week.

Because of the distance between the U. T. Dallas campus and the regular depository banks in downtown Dallas, and because of the low volume of daily and weekly cash receipts, the U. T. Dallas Administration has requested that approval be given for opening a cash receipts clearing account in the Richardson Heights Bank and Trust of Richardson. It is estimated that the maximum balance in this account during the current fiscal year will not exceed \$2,000.00, with the average under \$1,000. This bank is the closest to the U. T. Dallas campus, being about five minutes traveling time therefrom.

System Administration concurs in the U. T. Dallas request and recommends that the proposed limited account be authorized, after execution by the Richardson Heights Bank and Trust of the standard bank depository agreement. It is further recommended that execution of this agreement be with the understanding that the requirements for the Depository Bank to deposit collateral with a Trustee Bank will not apply as long as the deposits at any one time remain less than \$15,000, the amount insured by the Federal Deposit Insurance Corporation.

B. U. T. Austin, U. T. Arlington, Galveston Medical Branch

5. Request for Regents' Endorsement of Organizational Assignment of Certain Institutes, Schools, and Centers. --

Deputy Chancellor LeMaistre and Executive Vice-Chancellor McKetta recommend that the Institute of Urban Studies, the Institute of Texan Cultures, the Lutcher Center, the Marine Biomedical Institute, and the Lyndon B. Johnson School of Public Affairs be assigned to component institutions in the U.T. System as described in the attached memorandum as set out below from Deputy Chancellor LeMaistre to Chancellor Ransom.

October 15, 1969

MEMORANDUM

To: Chancellor Harry Ransom

From: Charles A. LeMaistre, M.D.

I have received the recommendations of Dr. John J. McKetta subsequent to his last meeting of the Academic Affairs Council concerning the organizational arrangements pertaining to certain units within The University of Texas System. Dr. McKetta's recommendation, in which I concur, is that each of these units administratively be responsible to the component institution to which it is assigned or on which campus it is located and that all reports and requests to the UT System proceed through the established organizational structure. That is, the institutes, schools, and centers listed below should be assigned to, be responsible to, and report through the component institutions, as indicated below, in the same way that the Port Aransas Marine Science Institute and the McDonald Observatory presently report through The University of Texas at Austin. Just as with these two units, those units listed below would, as appropriate, be System-wide and State-wide in their availability to all institutions of higher education. The organizational assignment of a unit to a component institution would in no way preclude that unit from serving needs and constituencies beyond that component institution.

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

It is understood, of course, that the two units in San Antonio will continue to report directly to the UT System until the administrative staff for The University of Texas at San Antonio has been hired and is in operation in San Antonio.

I would like to schedule this item for endorsement by the Board of Regents at its October 31 meeting.

C. U. T. El Paso

6. Institutional Supplement, Chapter 4. --It is recommended that the following Chapter 4 of The University of Texas at El Paso Institutional Supplement to the Regents' Rules and Regulations (as set out on Pages C of W 8-17) be adopted. The material presented is in the form recommended by the U. T. El Paso Administration and concurred in by Executive Vice-Chancellor McKetta and Deputy Chancellor LeMaistre.

CHAPTER 4. STUDENT PUBLICATIONS POLICIES

SUBCHAPTER 4-100. GENERAL PROVISIONS

Sec. 4-101. EDITORIAL FREEDOM AND RESPONSIBILITY

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

Sec. 4-102. DEFINITIONS

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

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

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

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

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

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

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

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

Sec. 4-201. CANONS OF JOURNALISM

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

Sec. 4-202. PROTECTION OF EDITORIAL EXPRESSION

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

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

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

SUBCHAPTER 4-300. THE STUDENT PUBLICATIONS BOARD

Sec. 4-301. MEMBERSHIP

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

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

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

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

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

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

Sec. 4-302. DUTIES OF BOARD

The board

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

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

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

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

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

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

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

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

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

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

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

Sec. 4-303. ELIGIBILITY OF STUDENT MEMBERS

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

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

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

SUBCHAPTER 4-400. THE DIRECTOR OF STUDENT PUBLICATIONS

Sec. 4-401. THE DIRECTOR

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

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

Sec. 4-402. DUTIES OF THE DIRECTOR

The director

(1) shall, in consultation with the student editors,

(A) prepare budgetary and contractual recommendations for submission to the board;

(B) submit reports and other information to the board; and

(C) serve as the agent of the board in the general financial management of all student publications;

(2) shall approve and process or disapprove all purchases of equipment and supplies, all authorizations for printing services, and other expenditures of student publication funds;

(3) shall set deadlines, supervise all staff members, and make recommendations to the board;

(4) shall provide members of the board with a copy of the prospectus required by Section 4-701;

(5) is entitled to see any material before publication, but he does not have the right of prior censorship or advance approval of copy; and

(6) may delay printing of a publication, article, photograph or other contents of a publication, if he needs to inform the chairman of the board of potential violations of these policies.

SUBCHAPTER 4-500. STUDENT STAFF MEMBERS

Sec. 4-501. RESPONSIBILITIES OF EDITORS

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

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

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

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

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

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

SUBCHAPTER 4-600. STUDENT PUBLICATIONS

Sec. 4-601. THE PROSPECTOR

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

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

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

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

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

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

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

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

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

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

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

Sec. 4-602. EL BURRO

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

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

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

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

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

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

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

Sec. 4-603. THE FLOWSHEET

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

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

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

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

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

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

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

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

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

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

Sec. 4-604. GOODBYE DOVE

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

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

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

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

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

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

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

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

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

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

Sec. 4-605. WAIVER OF REQUIREMENTS

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

SUBCHAPTER 4-700. RECOGNITION OF NEW STUDENT PUBLICATIONS

Sec. 4-701. PROCEDURE FOR GRANTING OFFICIAL RECOGNITION

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

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

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

SUBCHAPTER 4-800. ADJUDICATION OF DISPUTES

Sec. 4-801. JURISDICTION OF BOARD

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

Sec. 4-802. THE PETITION

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

Sec. 4-803. INFORMAL ACTION

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

Sec. 4-804. THE HEARING

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

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

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

(1) admonition or warning;

(2) censure;

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

(4) removal;

(5) recommendation of further disciplinary action; or

(6) other penalties appropriate to the particular case.

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

(1) deception of the board;

(2) misuse of funds;

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

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

(5) other breaches of journalistic responsibilities.

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

SUBCHAPTER 4-900. THE APPEAL

Sec. 4-901. PROCEDURE FOR APPEAL

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

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

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

D - K. . .

L. M. D. Anderson

7. Appointment of Mr. Nat S. Rogers to the Board
of Visitors of the University Cancer Foundation. --

Chancellor Ransom and Deputy Chancellor LeMaistre concur in the request of Dr. Robert D. Moreton that Mr. Nat S. Rogers of Houston be appointed to the Board of Visitors of the University Cancer Foundation.

10 September 1969

Harry H. Ransom, Ph. D.
Chancellor
The University of Texas
Austin, Texas 78712

Dear Doctor Ransom:

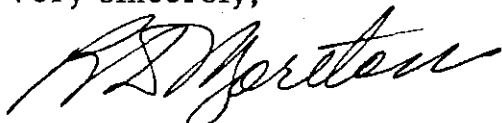
We are pleased to recommend to you and to the Board of Regents the appointment of Mr. Nat S. Rogers, of Houston, to our Board of Visitors of the University Cancer Foundation.

Mr. Rogers is a native of Mississippi, he recently arrived in Texas to join the First City National Bank in Houston as President. He is extremely active in banking circles throughout the country and he is soon to be President of the American Bankers Association.

A biographical resume is enclosed for your further information.

We wholeheartedly believe that this young man will be a very valuable addition to our Board of Visitors.

Very sincerely,



Robert D. Moreton, M. D.
Vice President

RDM:bci

cc: Dr. Charles LeMaistre
extra cc: Dr. Harry Ransom

(This was made from a poor Xerox copy)

Biographical Information

February 18, 1969

Nat S. Rogers, President
First City National Bank
Houston, Texas

Nat S. Rogers, born in New Albany, Mississippi, ^(November 17, 1919) graduated from Millsaps College of Jackson in 1941 and was awarded the MBA degree with distinction by Harvard Business School in 1947.

During World War II, he served with the United States Navy Supply Corps Reserve as a Lieutenant and was stationed in the Pacific and Asiatic theatres.

Rogers joined the staff of Deposit Guaranty National Bank, Jackson, Mississippi in 1947; was elected President in 1958 and received the additional title of Chief Executive Officer in 1966.

He joined the First City National Bank in Houston as president on February 18, 1969 upon leaving Deposit Guaranty National Bank.

Rogers became a member of the Young Presidents' Organization in 1959.

More outstanding professional accomplishments have included serving as president of the Junior Bankers Section of the Mississippi Bankers Association; president of the Mississippi Bankers Association; and president of the Southeastern Chapter and National Director of the Robert Morris Associates. He is presently a member of the board of trustees of the Foundation for Full Service Banks.

Long active in the American Bankers Association, notable assignments include service as president of the Savings Division, chairman of the Committee On Credit Unions, and as a member of

the Executive Council. He is 1968-69 ABA vice president and is expected to be named to the presidency at the association's 1969 annual convention.

Rogers has also been a leader in civic, welfare and educational activities. He has served as president of the Millsaps College Alumni Association; was named Millsaps College Alumnus of the Year for 1960. He currently is serving as chairman of the board of trustees of Millsaps College.

He has served as president of the Jackson Chamber of Commerce and was named 1955 recipient of the annual Jaycee Award as Jackson's Outstanding Young Man of the Year. Rogers served as chairman of the Jackson United Givers Fund Campaign and as this agency's president.

At Galloway Memorial Methodist Church in Jackson he served as superintendent of Sunday School and as chairman of the Official Board.

Business activities have included directorships in Mississippi Vallen Title Insurance Company; First Mississippi Corporation; Standard Life Insurance Company; Mississippi Steel Corporation.

He is married to the former Helen Elizabeth Ricks of Jackson.

The Rogers have three children -- Alice, John and Lewis.

VI. SCHEDULED EVENTS AND MEETINGS.--The following meetings have been scheduled for the Board of Regents:

December 12, 1969, in Austin
 January 23, 1970, in Houston (tentatively scheduled)

1969

1969 NOVEMBER 1969						
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1969 DECEMBER 1969						
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- November 1 U. T. Foundation, Inc., in Dallas
Texas vs. S. M. U. at Dallas
2:00 p. m. (CST)
- November 8 Texas vs. Baylor at Austin
2:00 p. m. (CST)
- November 15 Texas vs. T. C. U. at Austin
2:00 p. m. (CST)
- November 27 Texas vs. Texas A&M at College Station
1:30 p. m. (CST)
- December 6 Texas vs. Arkansas at Fayetteville
1:20 p. m. (CST)
- December 12 Board of Regents' Meeting in Austin

1970

- January 23 Board of Regents' Meeting in Houston (tentatively scheduled)

<u>1970</u>													
JANUARY							JULY						
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MAY							NOVEMBER						
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JUNE							DECEMBER						
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VII. ADJOURNMENT

Emergency Items

COMMITTEE OF THE WHOLE Executive Session

1. U. T. Austin: Amendment to 1969 - 70 Budget
(Amendment to Item 1-B-69). Referred
by Executive Committee -- Attached
2. U. T. Dallas: Report on Development (Personnel)
by Deputy Chancellor LeMaistre
3. Land Acquisition for new Components (Distributed
Separately)

ORANGE BOOK ITEMS

1. Acceptance of Gifts to The University of Texas System
for Endowed Positions and Research Collections ✓
2. Revised Proposal for Funding System-wide Collections
in Humanities Research Center ✓
3. Reports from Association of American Universitites ✓
4. Reports of Testimony of Foundation and Tax Proposals
in Congress ✓
5. Report on Proposed Members of System Advisory Councils ✓

EXECUTIVE COMMITTEE

Emergency Item

Date: October 31, 1969

Time: 9:00 a. m.

Place: Student Lounge
 Student Union Building
 Dallas Medical School
 Dallas, Texas

Page
EXEC

7. U. T. Austin: Amendment to 1969-70 Budget (Amendment to Item 1-B-69)

Below

7. U. T. Austin: Amendment to 1969-70 Budget (Amendment to Item 1-B-69). --Recommendations on two faculty members were excepted from Executive Committee Memorandum of October 23, 1969, (Item 2-B-69), pending further investigation of approval by the System Administration. That investigation has now been completed, and it is requested that the names below be added to amendments to the 1969-70 budget as items 41 and 42 in Executive Committee Item 1-B-69 since the ballots on Item 2-B-69 are not due until October 30 and said item will be reported for consideration at the December 12th meeting.

President Hackerman and the System Administration concur in the recommendation and request approval under Rule 2 of the Budget Rules and Procedures, effective October 1.

<u>Item No.</u>	<u>Explanation</u>	<u>No. Mos.</u>	<u>Base 1968-69 Rate</u>	<u>Recommended 1969-70 Rate</u>	<u>Effective Date</u>
<u>Radio-Television-Film</u>					
52.	Professor and Chairman Stanley T. Donner 1969-70 Original Budget Rate	9	\$23,000 (23,000)	\$24,000	10-1-69
53.	Assistant Instructor Richard I. Kooris 1969-70 Original Budget Rate	9	7,000 (8,000)	9,000	10-1-69

Meeting of the Board

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

Chairman Erwin, Presiding

Date: October 31, 1969

Time: Following the meeting of the Committee of the Whole

Place: Student Lounge
Student Union Building
U. T. (Southwestern) Medical School at Dallas

A. INVOCATION

B. CONSIDERATION OF MINUTES OF MEETING HELD
ON SEPTEMBER 12, 1969

C. SPECIAL ITEMS

1. Chancellor Harry Ransom
2. Deputy Chancellor Charles LeMaistre
3. Chief Administrative Officers of the Component
Institutions (and Recognition of New Officers)
 - a. U. T. Austin (Doctor Hackerman)
 - b. U. T. El Paso (Doctor Smiley)
 - c. U. T. Arlington (Doctor Harrison)
 - d. U. T. Dallas (Doctor Johnson)
 - e. Dallas Medical School (Doctor Sprague)
 - f. San Antonio Medical School (Doctor Pannill)
 - g. San Antonio Dental School (Doctor Olson)
 - h. Institute of Texan Cultures (Mr. Shuffler)
 - i. Galveston Medical Branch (Doctor Blocker)
 - j. Houston Dental Branch (Doctor Olson)
 - k. Anderson Hospital (Doctor Clark)
 - l. G. S. B. S. (Doctor Arnim)
 - m. Public Health School (Doctor Stallones)
 - n. System Nursing School (Doctor Willman)

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

4. Members of the Board of Regents
 - a. Chairman Frank C. Erwin, Jr.
 - b. Vice-Chairman Jack S. Josey
 - c. Regent W. H. Bauer
 - d. Regent Jenkins Garrett
 - e. Regent Frank N. Ikard
 - f. Regent Joe M. Kilgore
 - g. Regent John Peace
 - h. Regent Dan C. Williams
 - i. Regent E. T. Ximenes

D. REPORTS OF STANDING COMMITTEES

1. Executive Committee by Committee Chairman Bauer
2. Academic and Developmental Affairs Committee by
Committee Chairman Kilgore
3. Buildings and Grounds Committee by Committee
Chairman Peace
4. Land and Investment Committee by Committee
Chairman Ikard
5. Medical Affairs Committee by Committee
Chairman Josey
6. Board for Lease of University Lands by Regent Peace

E. REPORTS OF SPECIAL COMMITTEES, IF ANY

F. REPORT OF COMMITTEE OF THE WHOLE

G. ADJOURNMENT

COMMITTEE OF THE WHOLE
EXECUTIVE SESSION

October 31, 1969

The items listed on the Agenda of the Executive Session of the Committee of the Whole relate to personnel, acquisition of real property and items requiring legal consultation.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
October 31, 1969

EXECUTIVE SESSION

	<u>Page No.</u>
I. U. T. System: Appointment of Dr. Joseph Gallagher to the Position of Vice-Chancellor for Health Planning	1
II. Galveston Medical Branch: Acceptance of the "Sealy Home" in Galveston, Galveston County, Texas	1
III. U. T. El Paso: Appointment of Mr. Marshall L. Pennington	1

STRICTLY EXECUTIVE SESSION

I. U. T. System: Ratification of Telephone Poll with respect to Acquisition of Airplane	2
II. U. T. Austin: Recommendation of the System Administration Concerning the Dissertation of James H. McCrocklin	3
III. Dallas Medical School: Presentation by Mr. James Aston of Southwestern Medical Foundation Plans	10
IV. San Antonio Medical School: Request to Rescind Policy Statement Regarding Professional Activities	10
V. Houston Medical School: Discussion by Deputy Chancellor LeMaistre	13
VI. Galveston Medical Branch: Resolution Accepting Funds from The Sealy & Smith Foundation for the Purpose of the Expansion and Building Program of the John Sealy Hospital	13
VII. Reappointment of Members of Board of Directors, U. T. Foundation, Inc.	13
VIII. President of the Hogg Foundation Receiving Reimbursement for Actual Expenses	13

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
October 31, 1969

EXECUTIVE SESSION

I. U. T. System: Appointment of Dr. Joseph Gallagher to the
Position of Vice-Chancellor for Health Planning --

The Health Affairs Council and Deputy Chancellor LeMaistre recommend the appointment of Dr. Joseph Gallagher to the position of Vice-Chancellor for Health Planning effective January 1, 1970, at an annual salary of \$35,000. The position of Vice Chancellor for Health Planning, a staff position with duties delegated by the Executive Vice-Chancellor for Health Affairs, replaces the previously approved position of Vice-Chancellor for Health Programs.

II. Galveston Medical Branch: Acceptance of the "Sealy Home"
in Galveston, Galveston County, Texas. --

Pursuant to authorization of the Board, Executive Vice-Chancellor Walker accepted the premises known as the "Sealy Home" in Galveston, Galveston County, Texas, described as the South one-half of Block 204 and the South one-half of the alley adjoining the same, to be used in connection with the John Sealy Hospital, together with the income from a trust fund in an amount of \$100,257.50, consisting of 2,380 shares of Aetna Life and Casualty Company capital stock. The Sealy & Smith Foundation also allocated the income from another \$100,000 trust fund to be used for the programs incidental to the utilization of the "Sealy Home."

Deputy Chancellor LeMaistre and Executive Vice-Chancellor Walker recommend the acceptance of the "Sealy Home" and the trust funds be in all things approved and ratified.

III. U. T. El Paso: Appointment of Mr. Marshall L. Pennington. --

System Administration concurs in the recommendation of President Smiley that Mr. Marshall L. Pennington be appointed as Vice-President for Business Affairs effective December 1, 1969 at an annual salary of \$28,000. Mr. Pennington was formerly Vice-President for Business Affairs at Texas Technological University.

STRICTLY EXECUTIVE SESSION

- I. U. T. System: Ratification of Telephone Poll with respect to Acquisition of Airplane. -- It is herewith presented for ratification that System Administration be authorized to acquire a Beachcraft King Air 100 at an estimated cost of not more than \$590,000 payable from balances in the Available University Fund. ✓

Deputy Chancellor LeMaistre reports as follows with respect to the telephone poll of the members of the Board which he took on October 18, 1969. The King Air 100 is an 8-11 passenger airplane which is air conditioned and pressurized, with a cruising speed of 285 mph and a range of 1200 miles. It is turbine powered with reversible pitch propellers.

October 18, 1969

Memo to Miss Thedford: Ratification of Poll Taken approving Acquisition of Airplane; Results: 8 in favor, 0 opposed.

On instructions from Chairman Erwin, I conducted a telephone poll of the members of the Board of Regents regarding the acquisition of an airplane by the System Administration. This poll was necessitated by prospects of an 8% increase in the purchase price of the airplane.

All members of the Board approved the purchase of an airplane, and eight members concurred in the recommendation of the King Air 100. Mr. Garrett wishes to leave the designation of the specific airplane to be purchased to other members of the Board due to lack of familiarity with the class of airplane under consideration.

Charles A. LeMaistre
Charles A. LeMaistre, M.D.
Deputy Chancellor

The foregoing action is taken subject to the provisions of Section 19 of Article V of the current Appropriation Bill which provides in pertinent part as follows:

Sec. 19. PASSENGER VEHICLES. a. None of the moneys appropriated in this Act may be expended for the purchase, maintenance or operation of a passenger car or of airplanes designed for passenger transportation unless authority to do so is stated by the language of this Act. Where such authority is stated, the purchase of an airplane, or the repair of an airplane, the cost of which is in excess of five thousand dollars (\$5,000), in any one fiscal year shall have the prior written approval of the Governor, and notice of such approval shall be filed with the Legislative Budget Board. ✓

II. U. T. Austin: Recommendation of the System Administration
Concerning the Dissertation of James H. McCrocklin. --

- A. The System Administration has received the recommendations of President Hackerman on this matter after his review of the recommendations of Dean Whaley of the Graduate School and the U.T. Austin faculty committees. The System Administration has also received the opinion of the Attorney General of the State of Texas on limitations on the actions which may be taken by the Board of Regents in this case. The statement and recommendations of the System Administration are contained in the attached document. (Pages 3-9)

Statement and Recommendations of the
Chancellor's Office, The University of Texas System
on the Review of the James H. McCrocklin Dissertation
October 31, 1969

Normally cases of plagiarism and failure to meet academic standards in higher education do not become a subject for public discussion. The protection of academic integrity is usually carried on within the institution. This is done as individuals are tested against well-established standards of originality and competence in their work. When degrees are withheld or advancement in the academic world denied, it is done on the basis of expert judgments made by an individual's peers, the scholars with whom he works. The limits placed on a person's advancement and his disqualification for a degree are therefore normally handled internally and seldom receive public attention.

On rare occasions, as in the case of James H. McCrocklin, it is necessary to make public the deliberate and meticulous processes used in a university to protect its academic integrity. The nature of the charges in this case of plagiarism permitted no alternative for The University of Texas at Austin but to examine this case in detail. Had the plagiarism been discovered before the degree was awarded, the Ph.D. degree would have been denied to Mr. McCrocklin. In the study of this case it became clear that the scholars supervising his work were not aware of the principal work he plagiarized, since it was unpublished and sequestered in the files of the federal government, nor of other works of limited circulation of which portions were incorporated in the dissertation. Since the question of plagiarism came to light in the press nearly 15 years after the degree was awarded, the issue became one which must finally be acted upon in public.

The exhaustive study of Mr. McCrocklin's dissertation clearly substantiated the allegations of plagiarism. The study further supports a finding that his work completely fails to meet the requirements for originality necessary for the acceptance of a Ph.D. dissertation at The University of Texas at Austin. There was unanimous agreement by the faculty committees, the Graduate Dean, and President of The University of Texas at Austin that the Board of Regents should declare his degree null and void. The faculty and the U.T. Austin administration were in agreement that The University of Texas System should now remove in public a degree which would have been denied in private in 1954 had the facts been known at that time.

In Opinion No. M-466, 1969, the Attorney General of Texas advised

-2-

The University of Texas System that "... such degree can only be set aside or annulled by a Court of competent jurisdiction rather than by an administrative action." However, the opinion goes on to state that The University of Texas at Austin is not precluded "... from taking the legal position that by reason of the alleged fraud it will no longer recognize the degree in question and insofar as it is concerned has cancelled the same." The opinion concludes that such cancellation does not alter the legal rights of the degree recipient nor have any binding legal effect as to third parties.

The finding of fraud and false representation is so demonstrably supported by the exhaustive study of the facts that The University of Texas System cannot stand aside and take no action whatever. Therefore, the Chancellor's Office recommends that, consistent with Opinion No. M-466, the Board of Regents formally declare that The University of Texas System will no longer recognize the Ph.D. degree awarded to James H. McCrocklin in June 1954, and that insofar as the University of Texas System is concerned the degree is null, void, and of no effect. The Chancellor's Office further recommends that the proper officials of The University of Texas at Austin be directed to strike the name of James H. McCrocklin from the list of Ph.D. recipients for 1954 and reduce by one the number of Ph.D.s awarded that year.

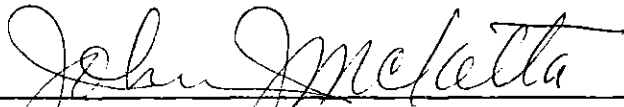
This recommendation is made by the Chancellor's Office in full recognition that, as provided in Opinion No. M-466, the recommended actions do not alter the legal rights of the degree recipient nor do they have any binding legal effect as to third parties.

Two points must be made clear in relation to this recommended action. First, this is in no way a capricious or vindictive act by The University of Texas System. The fact of extensive plagiarism has now been fully documented. Had knowledge of the plagiarism been known earlier, there would have been no question of personal vindictiveness. Mr. McCrocklin's being denied the degree earlier would not have been seen as unjust, but as a fully justified denial of a degree he had not earned.

Second, it should be made abundantly clear that usual academic processes and procedural due process have been followed at every point in the review of this case by The University of Texas at Austin

-3-

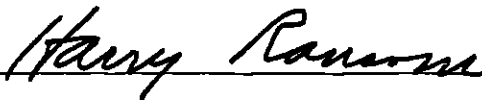
and the University of Texas System. Mr. McCrocklin has been given repeated opportunities to present his case and has been kept fully informed of the entire process leading up to and including this action by the Regents today. The attached pages list the sequence of events and correspondence relating to the reviews, hearings, and actions on this matter. (Pages 4-9)



John J. McKetta
Executive Vice Chancellor for Academic Affairs



Charles A. LeMaistre
Deputy Chancellor



Harry H. Ransom
Chancellor

RECORD OF SEQUENCE OF EVENTS AND CORRESPONDENCE
IN THE REVIEW OF THE JAMES H. McCROCKLIN DISSERTATION

- January 30, 1969 -- Advisory Committee concerning Doctoral Dissertation submitted by James H. McCrocklin met with Mr. McCrocklin. This Committee had been appointed by Dean Gordon Whaley with the approval of President Hackerman to advise the administration how to proceed in considering this matter.
- February 3, 1969 -- The Advisory Committee filed its report with Dean Whaley that the Committee unanimously found that there was "probable cause to believe that Mr. McCrocklin in submitting his dissertation violated regulations of The University of Texas at Austin regarding (1) plagiarism, and (2) quality of work required for doctoral dissertations."
- February 10, 1969 -- The Advisory Committee advised Dean Whaley that President Hackerman should appoint a Hearing Committee from among the elected members of the Graduate Assembly at The University of Texas at Austin and that a date be set for a hearing which will provide ample time for Mr. McCrocklin to prepare any statement he may wish to make.
- February 19, 1969 -- President Hackerman conveyed by letter to Mr. McCrocklin the charges of violating University regulations regarding plagiarism and the quality of work required for a doctoral dissertation and an explanation of the hearing procedures to be followed.
- March 3, 1969 -- The membership of the Hearing Committee was conveyed to Mr. McCrocklin by President Hackerman. He was informed that a mutually satisfactory time would be set for the hearing.
- March 6, 1969 -- President Hackerman informed Mr. McCrocklin of his right to challenge members of the Hearing Committee and the desire of the Committee to set an early hearing date, in March if possible.
- March 12, 1969 -- Mr. McCrocklin by letter expressed his hope for an early hearing and suggested May 6 or 7 as acceptable for the hearing, but suggested that a further postponement might become necessary.

-2-

- March 18, 1969 -- President Hackerman informed Mr. McCrocklin that his suggestion for a hearing date early in May was accepted and was told that any postponement would be extremely difficult.
- March 25, 1969 -- Mr. McCrocklin by letter expressed interest in an early hearing and indicated that he might request an earlier date if materials could be assembled.
- April 9, 1969 -- Mr. McCrocklin was informed that May 6 or 7 date was unsatisfactory for assembling the hearing Committee for more than a few hours and that May 3 or 10 was available.
- April 17, 1969 -- In view of no response from Mr. McCrocklin, President Hackerman informed him that the hearing was scheduled for May 3, with time and place given.
- April 19, 1969 -- Mr. McCrocklin stated by letter that he would not be prepared by May 3 and requested an "indeterminate delay."
- April 19, 1969 -- Mr. McCrocklin resigned as President of Southwest Texas State College and made a public statement.
- April 22, 1969 -- Mr. McCrocklin was informed that an "indeterminate delay" could not be granted and that the hearing would be held on May 3. He was also invited to submit or have submitted on his behalf petitions to the Hearing Committee, which would consider these in determining its proceedings.
- April 30, 1969 -- Mr. McCrocklin stated he would not appear nor be represented since the hearing was not to be delayed as he requested.
- May 1, 1969 -- Mr. McCrocklin submitted a letter to the Graduate Faculty Committee on questions of law and fact concerning the actions under consideration by The University of Texas at Austin.
- May 1, 1969 -- Mr. McCrocklin wrote to President Hackerman stating that he could not appear on May 3 without creating the impression that he had been given a fair opportunity to defend himself. He stated that he had not been given adequate time to prepare his defense and that he rests on his legal position under the "statute of limitations, the prior adjudication of the issues, laches and estoppel."

-3-

- May 3, 1969 -- Hearing held as scheduled and adjourned.
- May 20, 1969 -- The hearing Committee filed its report which included the following points:
1. No evidence existed that delay of the hearing would provide benefit to Mr. McCrocklin in view of the nature of the findings of fact.
 2. The documents Mr. McCrocklin seeks in the Marine Corps files would have no bearing on the Committee's determination.
 3. The Committee agreed unanimously that the McCrocklin dissertation was plagiarized.
 4. Mr. McCrocklin failed to meet the University's standards for quality of work required for a dissertation in view of the extent of the plagiarism.
 5. The dissertation was not acceptable for the award of the Ph.D. degree.
- June 10, 1969 -- Dean Whaley concurred in and transmitted to President Hackerman the recommendations of the Graduate Council of The University of Texas at Austin that (1) the Board of Regents approve a declaration that U.T. Austin considers Mr. McCrocklin's Ph.D. degree null and void, and (2) proper officials strike the name James H. McCrocklin from the list of Ph.D. recipients for 1954 and reduce by one the number of Ph.D.s awarded that year.
- June 27, 1969 -- President Hackerman recommended the recommendations of the Graduate Council be implemented.
- July 14, 1969 Deputy Chancellor LeMaistre recommended approval of the recommendations with the concurrence of Chancellor Ransom and Executive Vice Chancellor Singletary.

-4-

- July 15, 1969 The Chairman of the Board of Regents, Frank C. Erwin, Jr., sent to Mr. McCrocklin a complete set of the proceedings before the Hearing Committee and all materials presented at the hearing, the Report of the Hearing Committee, the recommendations of the administration of U.T. Austin and the U.T. System, and a copy of Mr. Erwin's letter to the members of the Board of Regents. The letter formally invited McCrocklin to appear before the Board of Regents at its August 1 meeting.
- August 1, 1969 The Regents deferred consideration at the request of Mr. McCrocklin to the September 12, 1969, meeting since Mr. McCrocklin's attorney was out of the country.
- August 18, 1969 Chairman Erwin invited Mr. McCrocklin to appear or be represented before the Board of Regents on September 12 or to file a written statement on his behalf.
- September 12, 1969 Since Chairman Erwin had requested on behalf of the Regents an opinion from the Attorney General concerning actions which the Board of Regents might take in the case and since the Attorney General had not had sufficient time to render an opinion, the Board of Regents again deferred consideration.

B. It is recommended by System Administration that, contingent upon approval by the Board of Regents of the recommendation of the U.T. Austin Administration and System Administration regarding the Ph.D. degree of Mr. James H. McCrocklin, the following resolution be adopted:

WHEREAS, serious allegations have been made regarding the validity of the degree of Doctor of Philosophy that was awarded by and under the authority of the Board of Regents of The University of Texas (now the Board of Regents of The University of Texas System) to James H. McCrocklin at The University of Texas (now The University of Texas at Austin) on or about May 29, 1954; and

WHEREAS, an Advisory Committee, composed of members of the Graduate Faculty of The University of Texas at Austin, after appropriate investigation and a meeting with Mr. McCrocklin, found that there was probable cause to believe that regulations of the University were violated in the submission of the dissertation offered by James H. McCrocklin in partial fulfillment of the requirements for the aforesaid degree; and

WHEREAS, thereafter, a Hearing Committee, composed of members of the Graduate Assembly of The University of Texas at Austin, after appropriate hearing, found unanimously (1) that the dissertation in question was "mainly plagiarism," and (2) that the dissertation "failed to meet the standards of quality required for the doctoral dissertation" and was "not acceptable for the award of the Ph.D. degree;" and

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED by the Board of Regents of The University of Texas System that in taking the aforesaid actions, the Board of Regents recognizes and acknowledges that the Attorney General of Texas has rendered Opinion No. M-466, dated September 11, 1969, which reads in pertinent part as follows:

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

III. Dallas Medical School: Presentation by Mr. James Aston of Southwestern Medical Foundation Plans. --

Dean Sprague requests the opportunity for presentation by Mr. James Aston and other Dallas citizens with regard to development of The University of Texas (Southwestern) Medical School at Dallas.

IV. San Antonio Medical School: Request to Rescind Policy Statement Regarding Professional Activities. --

Deputy Chancellor LeMaistre concurs in the recommendation of Dean Pannill that a minute order contained in the Minutes of Board Meeting No. 647, November 4-5, 1966, Report of the Medical Affairs Committee, Paragraph 1, Pages 67-69, establishing a policy for professional activities of the faculty be rescinded. (Pages 11-12.)

At the August 1, 1969, meeting of the Board of Regents, the Bylaws of the Medical Service, Research, and Development Plan for The University of Texas Medical School at San Antonio were approved. Since these Bylaws establish a policy for the professional activities of the medical staff in a manner consistent with the requirements of the Internal Revenue Service and the provisions for similar services by faculty members of the other University of Texas medical units, the rescinding of the earlier policy statement is indicated.

Office of the Dean

September 22, 1969

CHANCELLOR'S OFFICE U. of T.	
Acknowledged	File
SEP 23 1969	
To.....	For info and Return
To.....	Please Advise Me
To.....	Please Handle

Dr. C. A. LeMaistre
Deputy Chancellor
The University of Texas System
Main Building
Austin, Texas 78712

Dear Dr. LeMaistre:

I enclose a request for your approval and presentation to the Board of Regents pertaining to the professional activities of the full-time faculty at The University of Texas Medical School at San Antonio. The approval on August 1, 1969 of the Bylaws of the Medical Service Research and Development Plan establishes policy for this professional activity, and it is, therefore, requested that the Board consider rescinding the minute order of November 4-5, 1966 which is enclosed.

Please let me know if I may provide any additional information and thank you for your cooperation.

Sincerely yours,

F. C. Pannill
F. C. Pannill, M.D.
Dean

FCP:fs

Enclosures

for HAC Sept. 25

The following is the minute order contained in the Regents' minutes of Meeting No. 647, November 4-5, 1966, that is being rescinded:

REPORT OF THE MEDICAL AFFAIRS COMMITTEE (See Page 70 for adoption.) -- Committee Chairman Connally presented the following report of the Medical Affairs Committee:

At the meeting of the Medical Affairs Committee on yesterday, the Medical Affairs Council was requested to submit to the Board of Regents for each or all of the medical institutions a policy relating to consultation privileges for the full time faculty.

1. South Texas Medical School: Policy Relating to Consultation Privileges for the Full Time Faculty. -- A revised draft of the proposed policy recommended by the Medical Affairs Council relating to consultation privileges for the full time faculty of The University of Texas South Texas Medical School was distributed at the Medical Affairs Committee meeting and was approved in the following form:

It is understood by all members of the faculty of The University of Texas South Texas Medical School that their primary task consists of teaching, research, and service. No other activities shall be permitted to interfere with the satisfactory performance of these functions. On the other hand, it is also generally recognized that physicians of the South Texas region may wish to have available to them and to their patients the services of full-time faculty members as consultants. It is also generally recognized that the salaries paid to full-time medical school faculty are often insufficient to attract and hold men of the highest caliber. Therefore, consultation privileges will be afforded full-time faculty members under the following conditions:

- a. All patients must be referred by written request from a licensed physician, except for employees of the South Texas Medical School and the Bexar County Hospital District Hospitals and their immediate families. Relationships between the referring physician and the consultant and between the consultant and the patient will be in keeping with the highest ethical standards. Scope and duration of patient care will be mutually agreed upon by the referring physician and consultant.
- b. No full-time faculty member shall have patients admitted under his name in any hospital which does not have an agreement of affiliation with the South Texas Medical School in effect except when the best interests of the patient demand that other hospital facilities in the community be utilized. Full-time faculty members shall have the privilege of admitting properly referred

patients to the Bexar County Hospital District Hospitals and other affiliated hospitals and shall be responsible for such patients until circumstances permit the return of the patients to the referring physician.

- c. It is understood that the private patients of full-time faculty members shall pay the hospital for all services given by the hospital in the same manner in which any other private patient shall pay.
- d. Full-time faculty members shall charge fees which conform to those charged by physicians of comparable training in the community, taking due account of the services rendered and the patient's economic status.
- e. A limitation upon the income which full-time faculty members derive from consultation practice is established and will be adhered to. This maximum includes consultation fees from referred private consultation, Veterans Administration Hospitals and clinics, military, state, or national agencies and the like. These limitations are subject to revision upon recommendation of the Dean and approval by the Chancellor and the Board of Regents as economic circumstances may justify. The upper limitations are:

Professor	\$15,000 per year
Associate Professor	\$10,000 per year
Assistant Professor	\$10,000 per year
Instructor	\$ 7,500 per year

Any consultation income over and above the limitations prescribed shall accrue to a departmental research or trust fund previously established with the approval of the Dean, the Chancellor and the Board of Regents.

- f. In the implementation of this policy, each full-time faculty member is required to furnish to the Board of Regents, through the Dean and the Chancellor, annually a report of his consultation income for the calendar year.
- g. Outside employment and consultation of full-time faculty other than in medical consultation, as described and limited above, may be undertaken only when in conformance with University policy and approved in advance by the Dean with the concurrence of the Chancellor of the University.

V. Houston Medical School: Discussion by Deputy Chancellor LeMaistre. --

Deputy Chancellor LeMaistre requests permission to discuss the library for the Houston Medical School and present recommendations based on actions taken up to October 25, 1969.

VI. Galveston Medical Branch: Resolution Accepting Funds from The Sealy & Smith Foundation for the Purpose of the Expansion and Building Program of the John Sealy Hospital. --

It is recommended by System Administration that the following Resolution be adopted:

RESOLUTION

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

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

VII. Reappointment of Members of Board of Directors, U.T. Foundation, Inc.

Chancellor Ransom recommends and Deputy Chancellor LeMaistre concurs that the following members of the Board of Directors of U.T. Foundation, Inc. be reappointed to regular three-year terms beginning January 1, 1970:

Mr. Jack V. Curlin
Mr. B. R. Dorsey
Mr. B. K. Johnson
Mr. Robert Strauss
Mr. Jack C. Vaughn

VIII. President of the Hogg Foundation Receiving Reimbursement for Actual Expenses

Chancellor Ransom recommends and Deputy Chancellor LeMaistre concurs that the Board of Regents meeting as the Board of Trustees of the Hogg Foundation add the President of the Hogg Foundation to the list of staff members who may receive reimbursement for actual expenses.

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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