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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: December 12, 1969

Meeting No.: 674

Name: *Official Copy*

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

**Meeting No. 674**

**December 12, 1969**

**NAME** \_\_\_\_\_

CALENDAR  
BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS SYSTEM

December 12, 1969

Place: U. T. Austin, Main Building  
Austin, Texas

Meeting Room: Main Building, Suite 212

Friday, December 12, 1969

9:00 a. m.

Picture of Board of Regents to be  
taken for the various yearbooks.

The Committees will meet in the order  
set out below, followed by the Meeting  
of the Board:

Executive Committee

Academic and Developmental  
Affairs Committee

Buildings and Grounds Committee

Medical Affairs Committee

Land and Investment Committee

Committee of the Whole

Meeting of the Board

1:30 Joe Belden

Football tickets

Lunch will be served at noon in Main Building 101

Telephone Numbers:

Office of the Secretary	471-1265
Chancellor's Office	471-1741
Deputy Chancellor's Office	471-1434
Hotels:	
Sheraton Crest Inn	478-9611
Villa Capri	476-6171
Airlines:	
Braniff	476-4631
Texas International	478-9585
Taxi	472-1111

## **Executive Committee**

## EXECUTIVE COMMITTEE

Date: December 12, 1969

Time: 9:00 a. m.

Place: Main Building, Suite 212  
U. T. Austin, Austin, Texas

The report of the interim actions taken by mail ballot since October 31, 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: December 12, 1969  
Time: 9:00 a. m.  
Place: Main Building, Suite 212  
U. T. Austin, Austin, Texas

	<u>Page</u> <u>EXEC</u>
1. U. T. Austin: Minutes of the Meetings of the Board of Directors of the Texas Union (6-M-69, 7-M-69 and 9-M-69)	3
2. U. T. Austin: Minutes of the Meetings of the Board of Directors of Texas Student Publications, Inc., (8-M-69)	3
3. System Administration, U. T. Austin, U. T. El Paso, U. T. Arlington, Dallas Medical School, Galveston Medical Branch, M. D. Anderson, and G. S. B. S: Amendments to the 1969-70 Budgets (2-B-69 and 3-B-69)	5

## REPORT OF INTERIM ACTIONS

The following items have been submitted to and approved by the Executive Committee since its last meeting on October 31, 1969:

1. U. T. Austin: Minutes of the Meetings of the Board of Directors of the Texas Union (6-M-69, 7-M-69 and 9-M-69). -- Upon recommendation of the Administration, the minutes of the meetings of the Board of Directors of the Texas Union of The University of Texas at Austin held on October 2 and October 20, 1969, were reviewed and approved.

The minutes of the meetings of the Board of Directors of the Texas Union of The University of Texas at Austin held on September 25 and October 6, 1969, were reviewed and approved. However, upon recommendation of the Administration each of the items as set out below was approved with the distinct understanding that it was on a one-time-only basis:

September 25, 1969

### IV. CEC Budget

Advance of \$250.00 of a \$500.00 contract for setting up a light show for the forthcoming Johnny Winter show, a CEC event.

October 6, 1969

### V. Request for Financial Assistance

Appropriation of \$50 for two weeks meals for a foreign student who came to the University with the understanding that his room and board would be paid by the Exchange Board of the Students' Association. Due to unforeseen financial circumstances, the Exchange Board is financially unable to assist this individual in obtaining room and board.

2. U. T. Austin: Minutes of the Meetings of the Board of Directors of Texas Student Publications, Inc., (8-M-69). -- Upon recommendation of the Administration, the minutes of the meetings of the Board of Directors of Texas Student Publications, Inc., at The University of Texas at Austin held on October 13, 14, and 17, 1969, were reviewed and approved. Specific attention is directed to the following amendments to the Texas Student Publications, Inc., Handbook that were adopted. (Previously, all amendments to the TSP, Inc., Handbook



were reported in the Regents' minutes when finally approved):

- (a) Delete the first two paragraphs of Section C, 2. Managing Editor, on Page 31-A and substitute the following:

2. MANAGING EDITOR. The Managing Editor is appointed by the voting members of the Board of Directors. The appointment is for one semester or full summer session.

The qualifications for Managing Editor are as follows:

a. Scholastic and Experience Qualifications

- (1) The applicant must be a student registered in The University of Texas at Austin in the semester in which he applies for the position. If application is made during the summer, however, registration during the previous spring semester shall be considered sufficient to satisfy this requirement.
- (2) The applicant must have completed 75 semester hours of college work. He must have completed at least two semesters or one semester and a full 12 week summer session at UT Austin.
- (3) He must have a minimum of 2.25 grade point average on all work done at UT Austin.
- (4) He must have completed nine hours of Journalism including J.312, J.322, and J.314 (two semesters of reporting and one semester of editing) with an average of C or better. In cases of students who have transferred journalism course credit from another college, the Board of Directors shall decide whether the transferred work is equivalent to these three courses.
- (5) He must have completed J.336 or be registered for it at the time of application.
- (6) An applicant must have served regularly on the editorial staff (as opposed to the business or advertising staff) of The Daily Texan for at least 10 weeks prior to the semester in which he applies and be serving at the time he applies, except when application is made during the summer session.
- (7) An applicant must agree to fulfill all the duties of Managing Editor during the full term of appointment and must agree to sign the Managing Editor's contract.

b. Provision for Waiver of Qualifications

In exceptional circumstances any of these provisions may be waived by a 2/3 vote of the voting members present.

- (b) Delete paragraphs (6) and (7) of Section C, 1. a, and paragraph b. of Section C, 1. on page 29 and substitute the following:

(6) An applicant must have served regularly on the editorial staff (as opposed to the business or advertising staff) of The Daily Texan for at least 10 weeks prior to the semester in which he applies.

(7) An applicant must be serving on the Texan staff, as defined in paragraph 6 above, at the time he applies.

(8) An applicant must agree to fulfill all the duties of the Editor during the full term of office beginning June 1 and must agree to sign the Editor's contract (Appendix A of the TSP Handbook).

b. Provision for Waiver of Qualifications

Items (2) and (7) under Scholastic and Experience Qualifications above may be waived by 2/3 vote of the voting members present.

3. System Administration, U. T. Austin, U. T. El Paso, U. T. Arlington, Dallas Medical School, Galveston Medical Branch, M. D. Anderson, and G. S. B. S: Amendments to the 1969-70 Budgets (2-B-69 and 3-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, The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston and The University of Texas Graduate School of Biomedical Sciences at Houston were approved (Pages 5-12):

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

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
2.	U.T. System Airplane Operation Transfer of Funds	From: Available University Fund Unappropriated Balance	To: U.T. System Airplane Operation - Salaries \$22,500 Maintenance & Operation 40,000 Travel 2,000 Total \$64,500	---
	Amount of Transfer	<u>\$64,500</u>	<u>\$64,500</u>	

To establish an operating budget for 1969-70.

The University of Texas at Austin

Counseling-Psychological Services Center

43. Social Science Research Associate V  
Blaunch C. Loftin 12 \$10,900 \$ 12,600 9-1-69

International Office

44. Assistant Professor (Linguistics);  
Contractor's Overseas Representative  
Ralph D. Anderson 12 13,000 14,000 9-1-69  
Source of Funds: Government  
Contract Funds - Peace Corps

Computer Sciences

45. Professor  
C. V. Ramamoorthy 9 19,000 20,000 10-1-69  
1969-70 Original Budget Rate (19,000)

English

46. Assistant Instructor  
Caroloyne C. Osborn 9 7,000 8,000 9-1-69

Home Economics

47. Assistant Instructor  
Donna R. Long 9 7,000 8,000 9-1-69

Mathematics

48. Assistant Instructor  
Gary W. Cobb 9 7,000 8,000 9-1-69

Slavic Languages

49. Assistant Instructor  
Edith M. Taborsky 9 7,000 8,000 9-1-69

Zoology

50. Research Scientist Associate I  
Edward W. Bennett 12 7,440 8,880 9-1-69

51. Research Scientist Associate II  
Mytle S. Wing 12 8,520 10,020 9-1-69  
Source of Funds (Item 48 and 49):  
USPHS Contracts

Office of the Dean, College of Arts and Sciences

52. Assistant to the Dean for Development  
Ernest T. Corvo 12 18,000 20,500 9-1-69  
Source of Funds: Transfer from  
Available University Fund

General Business

53. Instructor  
J. Howard Hayden 9 \$ 8,000 \$ 9,000 9-1-69

Art

54. Assistant Professor  
Edward E. Triggs 9 9,000 10,000 9-1-69

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>Recommended 1969-70 Rate</u>	<u>Effective Date</u>
<u>Music</u>					
Assistant Instructor					
55.	Gabrielle G. Fulda	9	7,000	8,000	9-1-69
56.	Kai J. Moser	9	7,000	8,000	9-1-69
<u>Office of the Graduate Dean</u>					
Editor II					
57.	Ramsey B. Wiggins Source of Funds: NDEA Title IV Program	12	7,440	8,520	9-1-69
<u>Bureau of Engineering Research</u>					
Computer Operator I					
58.	John M. Bradley Source of Funds: Current Restricted Funds - BER Research Development	12	5,028	6,168	9-1-69
<u>Cell Research Institute</u>					
Research Scientist Associate II					
59.	Joan B. Hunter	12	8,520	9,600	9-1-69
<u>Center for Highway Research</u>					
Research Engineer Associate IV					
60.	John J. Panak Source of Funds: Government Contracts Payroll Clearing Account	12	11,400	13,200	9-1-69
<u>Center for Plasma Physics and Thermonuclear Research</u>					
Assistant Professor (Physics) and Research Scientist (Faculty)					
61.	Gernot Decker	9	10,500	11,500	9-1-69
62.	Alan B. MacMahon	9	11,500	12,500	9-1-69
63.	David W. Ross	9	11,500	12,500	9-1-69
64.	John Sheffield	9	11,500	12,500	9-1-69
Source of Funds: NSF and AEC Contracts (Items 61 through 64)					
<u>Center for Research in Water Resources</u>					
Special Research Associate					
65.	Alfred J. D'Arezzo	12	\$14,400	\$ 17,700	9-1-69
<u>Computation Center</u>					
Computer Programmer II					
66.	John H. Howard Source of Funds: NSF Contract	12	8,880	10,020	9-1-69
<u>Computer Assisted Instruction Laboratory</u>					
Computer Programmer II					
67.	Authella M. Smith Source of Funds: IBM and NSF Contracts	12	10,020	11,400	9-1-69

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>Recommended 1969-70 Rate</u>	<u>Effective Date</u>
<u>Research and Development Center for Teacher Education</u>					
68.	Editor II David A. Wilson Source of Funds: Office of Education Contract	12	6,780	8,880	9-1-69
<u>Science Education Center</u>					
69.	Instructor Barbara P. Nettle Source of Funds: Academic Year Institute (NSF) Contract	9	8,000	9,000	9-1-69
<u>Special Education Instructional Materials Center</u>					
70.	Executive Assistant Albert W. Fell	12	9,240	10,440	9-1-69
71.	Training Specialist I Linda G. Smith Source of Funds (Items 70 and 71) Office of Education Contract	12	7,104	8,160	9-1-69
<u>Rehabilitation Research and Training Center in Mental Retardation</u>					
72.	Director; Assistant Professor (Special Education) Windel L. Dickerson Source of Funds: VRA Contract	9	11,000	12,500	9-1-69
TRANSFER OF FUNDS:					
73.	<u>Jester Center Halls</u> Amount of Transfer - \$\$23,680 To: Jester Center Halls - Wages From: Unappropriated Balance - Division of Housing and Food Service  The U.T. Austin Administration has made the above recommendation because experience of the past few weeks indicates the need for additional personnel in the Jester Food Service unit, particularly in the area of cleaning and sanitation. These employees will be added as soon as possible in an effort to arrive at some degree of normal operation for this unit. As soon as this level of operation is reached, serious evaluation will be given to whether all of the positions should be retained through the Long Session.				
74.	<u>Texas Union</u> Amount of Transfer - \$42,468 To: Union Dining Service - University Commons - Salaries (\$8,388) Wages (\$10,419) Other Expenses (\$23,661) From: Unappropriated Balance - Texas Union (University Commons)  The increase in budget is brought about in relation to the new responsibility of operating the Alumni Center food service by the Commons.				

The University of Texas at Austin (continued)

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
75.	<u>McDonald Observatory</u> Amount of Transfer - \$6,800 To: McDonald Observatory - Salaries (\$5,100) Other Expenses (\$1,700) From: Unappropriated Balance - McDonald Observatory via Estimated Income  Additional housekeeping services are anticipated in relation to expanded volume of activity including support of the Goddard Space Flight Center.			
76.	Michael L. Stewart Psychology  Salary Rate  Source of Funds: NSF Grant	Social Science Research Associate I \$5,268 (1968-69)	Social Science Research Associate I \$6,780	9/1/69
77.	Russell E. Travis Sociology  Salary Rate  Source of Funds: Academic Development Program - Comparative International Demo- graphic Analysis	Social Science Research Associate I (1/2T) \$5,268	Social Science Research Associate I (51%) \$6,468	11/1/69
78.	Margaret W. Shen Zoology  Salary Rate  Source of Funds: USPHS Contract	Research Scientist Associate II \$8,520	Research Scientist Associate II \$10,020	11/1/69
79.	Frances S. Rodgers Library  Salary Rate	Senior Library Assistant \$5,784	Senior Library Assistant \$7,104	11/1/69
80.	Law School Snack Bar Transfer of Funds  Amount of Transfer	From: Reserve for Major Repairs and Remodeling - Auxiliary Enterprises Fund Balance \$411	To: Law School Snack Bar \$411	---

The University of Texas at Austin (continued)

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
81.	Plant Funds - Deep Eddy Storm Sewer Repairs Transfer of Funds	From: Reserve for Major Repairs and Remodeling - Auxiliary Enterprises Fund Balance	To: Deep Eddy Storm Sewer Repairs	
	Amount of Transfer	\$10,000	\$10,000	---
82.	Longhorn Band Transfer of Funds	From: Intercollegiate Athletics Unappropriated Balance \$ 8,700 Administrative Charges to Trust Funds	To: Longhorn Band - Travel	
	Amount of Transfer	<u>3,000</u> <u>\$11,700</u>	<u>\$11,700</u>	---

The University of Texas at El Paso

269.	Transfer of Funds			
	To: Resident Instruction			
	Departmental Operating Expense			
	School of Engineering			
	Equipment		\$ 40,000.00	
	Computation Center		76,366.00	
	Organized Research			
	Computation Center		<u>30,029.00</u>	
	Total		<u>\$ 146,395.00</u>	
	From: Unappropriated Balance - General Funds			

The University of Texas at Arlington

3.	Student Activities - Council			
	Transfer of Funds	From: Student Services Fee Unappropriated Balance	To: Student Activities-Council - Wages Hourly	
	Amount of Transfer	\$1,300	\$1,300	---

The University of Texas (Southwestern) Medical School at Dallas

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
13.	Creighton Edwards Obstetrics and Gynecology	Assistant Professor	Assistant Professor	
	Salary Rate	\$19,000	\$21,000	10-1-69
14.	Pearl N. Boggs Pediatrics	Instructor	Instructor	
	Salary Rate	\$11,500	\$12,500	10-1-69
	Source of Funds: McDermott Foundation			
15.	Plant Funds Transfer of Funds	From: Unappropriated Balance - General Funds	To: Plant Funds - Remodeling of the Cary Building	
	Amount of Transfer	\$500,000	\$500,000	8-31-69
16.	Akio Shigematsu Biochemistry	Research Fellow	Research Fellow	
	Salary Rate	\$7,500	\$9,000	11/1/69
	Source of Funds: USPHS Contract			
17.	Anthony N. D'Agostino Pathology	Associate Professor	Associate Professor	
	Salary Rate	\$23,000	\$24,800	11/1/69
	Source of Funds: Regional Medical Program Grant			
18.	William J. Rea Surgery	Assistant Professor of Thoracic and Cardio- vascular Surgery	Assistant Professor of Thoracic and Cardio- vascular Surgery	
	Salary Rate	\$5,000	\$7,000	11/1/69
	Source of Funds: Unallocated Salaries			
19.	Ibrahim A. Kamberi Physiology	Visiting Assistant Professor	Visiting Assistant Professor	
	Salary Rate	\$10,500	\$11,500	11/1/69



The University of Texas Medical Branch at Galveston

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
3.	Plant Funds Transfer of Funds	From: Unappropriated Balance - General Funds	To: Capital Improvements, including Equipment	
	Amount of Transfer	\$773,000	\$773,000	8/31/69

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

5.	Virginia Kilgo Personnel Office	Assistant Personnel Manager	Assistant Personnel Manager	
	Salary Rate	\$10,920	\$12,000	10-1-69
6.	Charles E. Smith Physics	Research Assistant	Research Assistant	
	Salary Rate	\$9,600	\$10,920	10-1-69
	Source of Funds: AEC Contract			
7.	Jesus Caderao Radiotherapy	Project Investigator	Project Investigator	
	Salary Rate	\$17,000	\$18,000	11/1/69
	Source of Funds: NIH Grant			

The University of Texas Graduate School of Biomedical Sciences  
at Houston

1.	Steven J. Cool Graduate Studies Division	Assistant Professor ( $\frac{1}{2}$ T)	Assistant Professor ( $\frac{1}{2}$ T)	
	Salary Rate	\$15,000	\$16,000	10-1-69

**Academic and Developmental Affairs  
Committee**

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE

Date: December 12, 1969

Time: Following the meeting of the Executive Committee

Place: Main Building, Suite 212  
U. T. Austin, Austin, Texas

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9. Report of A + D Com.

1. U. T. System: Chancellor's Docket No. 36. --On November 21, 1969, the Secretary mailed to each Regent Chancellor's Docket No. 36. The ballots are to be returned by the close of business on December 9, 1969. If any items in the docket are excepted, the Secretary will report such at the meeting of the Academic and Developmental Affairs Committee; otherwise, according to the present procedure, the docket will be considered approved.
  
2. Report by the Executive Director of Activities of The University of Texas System Development Board. --Mr. Blunk, Executive Director of The University of Texas System Development Board, submits the following report of the activities of the Development Board:
  - 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 Foundation, Inc.: Meeting: Reappointment of board members:  
Members of the board of directors of The University of Texas Foundation, Inc., met in Dallas on November 1, 1969. The previous day the Board of Regents had approved reappointment for three-year terms for five U.T. Foundation members whose appointments expire on December 31, 1969. The members, all of whom have since accepted reappointment, are: Jack V. Curlin, El Paso; B. R. Dorsey, Pittsburgh, Pennsylvania; B. K. Johnson, La Pryor; Robert Strauss, Dallas; Jack C. Vaughn, Dallas.
  
  - c. The University of Texas System Development Board: Luncheon Meetings, New York, Los Angeles:  
On November 20 in New York, New York, Gene M. Woodfin was host at a luncheon for friends and alumni of U.T.; Chancellor Ransom was the principal speaker. Guests included business, foundation and financial leaders. On December 10 in Los Angeles, California, J. D. Wrather, Jr., Vice-Chairman of the Development Board, was host to a similar luncheon honoring Chancellor Ransom and George Kozmetsky, Dean, College of Business Administration, U.T. Austin, a former California business executive.
  
  - d. The Chancellor's Council: Executive Committee meeting:  
Joe J. King, Chairman, Executive Committee, The Chancellor's Council, held a meeting of that group in Austin on November 14. Purpose of the meeting was to organize work for the year ahead including personal involvement of Council members in extending invitations to friends and acquaintances to become Council members.
  
  - e. The University of Texas System Development Board: Information on Development policies at institutions not in U.T. System: Assistance to Regents' committee:  
On October 28 at the request of Regent Dan C. Williams, Development Board Chairman L. L. Colbert sent all Development Board members worksheets outlining information to be obtained from institutions not in the U.T. System, public and private, concerning Development policies, practices and plans. Board members' findings will be given to the committee of the Board of Regents which is studying U.T. System Development.

3. U. T. System and U. T. Austin: Dual Positions Pursuant to Article 6252-9a, Vernon's Texas Civil Statutes. --It is recommended that an appropriate resolution be adopted with respect to each below listed member of the faculty or administration of The University of Texas System in connection with his service on each of the state or federal boards or commissions opposite his name:

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

<u>Name</u>	<u>Classification</u>	<u>Board or Commission</u>
Raymond W. Vowell	Vice-Chancellor for Public Affairs	Member - House Interim Committee on Texas-Mexico Friendship

THE UNIVERSITY OF TEXAS AT AUSTIN

Francis Austin Flynn	Director, Distributive Education Department, Division of Extension	Member - Texas State Board of Licensure for Nursing Home Administrators
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4. U. T. Austin: Appropriation from Retained Earnings of Campus Services, Inc. --

President Hackerman recommends, concurred in by Executive Vice-Chancellor for Academic Affairs McKetta, that funds totaling \$5,050 be transferred from Campus Services, Inc. to certain items as listed below:

1. \$1,400 payable to Dr. Dale McLemore, faculty sponsor, to provide funds for the chess team to participate in the annual tournament, to be held in Montreal, Canada, December 26-30. This allocation would allow \$280 to each of the five team members, and would be advanced to them by the faculty sponsor.
2. \$1,500 allocation to the Office of the President to be designated for the support of "college-night" activities at various high schools throughout the state.
3. \$150 payable to Carolyn Jamail, President, Middle East Students Organization, to provide a portion of travel expenses to attend the Third Annual Conference of the Middle East Studies Association to be held in Toronto, Canada.
4. \$1,000 allocation to the Students' Association Undergraduate Research Committee. This would be a matching grant, appropriated by the Students' Association from its funds.
5. \$1,000 allocation to pay transportation charges for equipment for Professor L. Joe Berry, designated Professor of Microbiology and Chairman of the Department of Microbiology. Actual payment to be made to the transportation company.

Deputy Chancellor LeMaistre recommends approval of these requests.

5. U. T. Austin: Ratification of Extension of Contract between Athletics Council and Oklahoma University. --It is recommended that the action taken by the Regents' at its meeting on October 31, 1969, wherein approval was given to the contract between the Athletics Council of The University of Texas at Austin and Oklahoma University to play the Texas vs. Oklahoma University game in Dallas through 1978 be ratified. This item, though not on the agenda, was approved at the October meeting.

6. U. T. Austin: Recommendation for a Change in General Faculty Regulations. --

Deputy Chancellor LeMaistre and Executive Vice-Chancellor McKetta concur in President Hackerman's recommendation for amendments to the U.T. Austin General Faculty regulations concerning the calling of special meetings, protesting of legislation, quorum for meetings, and membership and voting privileges. President Hackerman's recommendations differ from the motions adopted by the General Faculty principally in that he intends to honor the voting privileges for certain U.T. System officers agreed to in the 1967 reorganization, and he desires to retain the right to recommend the addition of other officials for voting privileges subject to the approval of the Chancellor and the Board of Regents.

AMENDMENTS TO THE GENERAL FACULTY REGULATIONS  
FOR U.T. AUSTIN

Special Meetings: Special meetings of the General Faculty shall be held at the call of the President, or the Chairman of the Faculty Senate, or at the request of at least five percent of the total voting faculty listed on the faculty roster most recently published by the Secretary of the General Faculty /VOTING MEMBERS/.

Protesting Legislation: All legislation, other than such which the Council considers of minor importance, or of emergency character, or applying exclusively and of primary interest to a single school or college, shall be sent to the members of the General Faculty with notification by the Secretary that it will be presented to the Board of Regents for approval unless signed protests, in writing, with reasons, have been received by the Secretary from three percent of the total number of voting faculty members /TEN VOTING MEMBERS OF THE GENERAL FACULTY/ within ten days after notification, in which case the legislation shall be presented to the General Faculty for decision.

Quorum for Meetings: A quorum shall consist of fifteen percent of the total number of voting faculty members, except that as to matters classified as routine by the Secretary of the General Faculty, the quorum for such matters shall be ten percent /FORTY MEMBERS ENTITLED TO VOTE/.

Membership: Voting members of the General Faculty shall consist of all (a) professors, associate professors, and assistant professors; (b) visiting professors and visiting associate professors who have had two semesters of service at the rank of instructor or above at The University of Texas at Austin; (c) instructors and lecturers who have had four or more semesters of service at either rank at The University of Texas at Austin; /SERVED FOR THREE YEARS OR MORE/ (d) such other officers as the Board of Regents, upon recommendation of the President and the Chancellor, may designate; and (e) such officers as are designated in the Regents' Rules and Regulations as being ex officio members of all institutional faculties of The University of Texas System. Voting members shall retain their voting status as such while on modified service. In computing a semester of service under the subsections above, service for two summer terms shall count as one semester. A faculty member

shall acquire voting status only on the basis of half-time employment or more at the University. Visiting professors and visiting associate professors who have served for less than two semesters and instructors and lecturers who have served for less than four semesters shall have the privilege of attending meetings with the right to speak but without the right to vote.

President Hackerman, in making his recommendations, stated that he would continue to honor the agreements reached after the 1967 reorganization concerning the voting privileges for certain U.T. System officials in the U.T. Austin General Faculty.

For the information of the Board members, the motions adopted by the U.T. Austin General Faculty on October 28, 1969, are as follows:

1. That the Rules and Regulations providing that a special meeting of the General Faculty shall be convened at the request of five voting members of the General Faculty be amended to provide that the request shall be made by at least five percent of the total voting faculty listed on the faculty roster most recently published by the Secretary of the General Faculty.
2. That a special meeting of the General Faculty shall be convened when requested by the Chairman of the Faculty Senate.
3. That the number of voting faculty members required to protest University Council legislation and to refer it to a meeting of the General Faculty be increased from 10 members to 3% of the total number of voting faculty members.
4. That the quorum required for General Faculty meetings be increased from 40 members to 15% of the total number of voting faculty members except as to matters classified as routine by the Secretary of the General Faculty, the quorum for such matters to be 10%.
5. That as to voting membership, the Rules and Regulations provide that:
  - a. Voting membership in the General Faculty consists of the following members, exclusively:
    - (1) Professors, associate professors and assistant professors;
    - (2) Visiting professors and visiting associate professors who have had two semesters of service at the rank of instructor or above at The University of Texas at Austin;
    - (3) Instructors and lecturers who have had four or more semesters of service at either rank at The University of Texas at Austin.
  - b. Voting members shall retain their voting status as such while on modified service.
  - c. In computing a semester of service under the subsections above, service for two summer terms shall count as one semester.
  - d. A faculty member shall acquire voting status only on the basis of half-time employment or more at the University.



7. U. T. Arlington: Request for Master of Science Degree in Geology. --Deputy Chancellor LeMaistre and Executive Vice-Chancellor McKetta concur in President Harrison's recommendation that a Master of Science Degree in Geology be established. The proposal has been revised based on a review of the Advisory Council on Graduate Affairs on July 11, 1969. After approval by the Board of Regents, Coordinating Board approval will be requested.

8. U. T. Arlington: Request for Master of Arts Degree in Urban Affairs. --

Deputy Chancellor LeMaistre and Executive Vice-Chancellor McKetta concur in President Harrison's recommendation for this new degree at U.T. Arlington in conjunction with the Institute of Urban Studies on that campus. At Dr. McKetta's direction the proposal was reviewed by a panel of persons experienced in and qualified to judge such a program and has been rewritten to strengthen the design for the degree proposal. With the increasing urbanization of Texas there is a growing need for graduates trained in this field. Upon approval by the Board of Regents, Coordinating Board approval of the degree program will be requested.

9. Report of Meeting of Academic and Developmental Affairs Committee on November 18, 1969. --The Academic and Developmental Affairs Committee had a special meeting in Austin on Tuesday, November 18. The following were in attendance:

Committee Chairman Kilgore  
Chairman Erwin  
Vice-Chairman Josey  
Regent Garrett  
Regent Ximenes  
Deputy Chancellor LeMaistre  
Doctor Livingston  
President Hackerman  
Vice-President Lindzey  
Dean Silber

President Hackerman and Dean Silber discussed proposals with reference to restructuring the College of Arts and Sciences at The University of Texas at Austin. After a rather detailed discussion, the Administration was instructed to bring in a definite recommendation with respect to the College of Arts and Sciences if feasible at the December 1969 meeting and no later than the January 1970 meeting.

A copy of the material distributed at the meeting by Dean Silber has been sent to each member of the Board who was not present at the Committee meeting on November 18.

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE

Supplementary Agenda

Date: December 12, 1969

Time: Following the meeting of the Executive Committee

Place: Main Building, Suite 212  
U. T. Austin, Austin, Texas

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A & D

9. U. T. Austin, U. T. Arlington, and U. T. El Paso:  
Service Charge for Returned Checks See Below

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10. U. T. Austin, U. T. Arlington, and U. T. El Paso: Service Charge  
for Returned Checks. --

The chief business officers of U. T. Austin, U. T. Arlington and U. T. El Paso have requested authorization to assess a service charge of \$2.00 for returned checks with the proceeds to offset the costs of handling these returned checks. Because of the increasing number of such returned checks and the costs of collection, System Administration concurs in this request. It is recommended that this service charge be authorized and notice thereof included in the institutional catalogues.

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE

EMERGENCY ITEMS

11. U. T. Austin: Permission to Play in the Cotton Bowl in Dallas, January 1, 1970, and Budget Therefor. --It is recommended by the Athletic Council, and concurred in by President Hackerman, Executive Vice-Chancellors McKetta and Walker, and Deputy Chancellor LeMaistre, that the Longhorns be granted permission to play in the Cotton Bowl in Dallas January 1, 1970.

It is further recommended that the following estimated budget for the Cotton Bowl game that will be played between The University of Texas at Austin and Notre Dame University on January 1, 1970, be approved. Attention is called to the fact that this budget provides for the entire football squad, which totals 87 players, and that included in the trip for the first time are some members of the Athletic Department's staff who are dedicated and hard-working members:

ESTIMATED BUDGET FOR COTTON BOWL GAME  
January 1, 1970, Dallas

Estimated Income \$125,000

Estimated Expenditures

Team -

Travel	6,000
Conference Allowance - pre-Dallas	7,400
Per Diem Meal Allowance - Dallas	3,200
Hotel	5,500
Transportation in Dallas & Drayage	800

Athletics Staff -

Travel	1,700
Per Diem Meal Allowance - Dallas	2,200
Hotel	2,700

Administration-

Hotel & Meals	1,000
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Band -

Travel, Hotel, & Meals	9,000
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Yell Leaders	500
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Extra Compensation for Athletics Group	18,500
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Awards	12,500
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Complimentary Tickets	4,500
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Public Relations - Sports News	500
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Motion Picture & Photography Expense	1,100
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Special Events	500
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Miscellaneous	<u>1,000</u>
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Total Estimated Expenditures	\$ 78,600
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Below is a breakdown of the item in the budget "Extra Compensation for Athletics Group" and is in accord with the Regental policy established in 1958 and modified in 1962:

Darrell K. Royal, Head Football Coach	\$35,000	8%	\$2,800.00
Fred S. Akers, Assistant Football Coach	15,500	8	1,240.00
William M. Campbell, Assistant Football Coach	20,000	8	1,600.00
Billy M. Ellington, Assistant Football Coach	17,000	8	1,360.00
Tom L. Ellis, Assistant Football Coach	14,500	8	1,160.00
Emory Bellard, Assistant Football Coach	15,000	8	1,200.00
Willie F. Manley, Assistant Football Coach	14,500	8	1,160.00
R. M. Patterson, Assistant Football Coach	15,000	8	1,200.00
Willie F. Zapalac, Assistant Football Coach	17,000	8	1,360.00
James C. Helms, Assistant Football Coach	7,800	8	624.00
Frank E. Medina, Trainer	10,000	5	500.00
James V. Blaylock, Senior Procurement Officer	7,104	5	355.20
Joe Reneau, Team Physician	9,750	5	487.50
Albert H. Lundstedt, Business Manager of Athletics	13,000	5	650.00
Alfred R. Rochs, Asso. Business Manager of Athletics	10,920	5	546.00
William F. Ermel, Football Ticket Manager	8,160	5	426.00
Jones W. Ramsey, Sports News Director	11,500	5	575.00
William L. Little, Assistant Sports News Director	8,160	5	408.00
Ruth E. Gold, Executive Assistant	10,440	5	<u>522.00</u>
Total			18,173.70

# **Buildings and Grounds Committee**

BUILDINGS AND GROUNDS COMMITTEE

Date: December 12, 1969

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

Place: Main Building, Suite 212  
U. T. Austin, Austin, Texas

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U. T. SYSTEM

✓ 1. Airplane Operation Account - Lease of Office  
Space

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U. T. AUSTIN

2. Authorization to Remodel 28,100 Square Feet of  
Space in University Junior High School Building for  
College of Education, Appointment of Architects, and  
Appropriation Therefor

2

3. Authorization for Enlargement of Dining Facili-  
ty for Athletes and Additional Appropriation Therefor

3

4. Approval of Preliminary Plans and Outline Speci-  
fications for Engineering Teaching Centers I and II and  
Additional Appropriation for Architect's Fees

3

5. Approval of Plans and Specifications for a Data  
Acquisition System

4

SAN ANTONIO DENTAL SCHOOL AND SAN ANTONIO NURSING SCHOOL

6. Approval of Plans and Specifications for Com-  
pleting Space in the San Antonio Medical School

4

GALVESTON MEDICAL BRANCH

7. Approval of Plans and Specifications for Air  
Conditioning Kitchen of John Sealy Hospital

4

BUILDINGS AND GROUNDS COMMITTEE

✓ 1. U. T. SYSTEM - AIRPLANE OPERATION ACCOUNT - LEASE OF OFFICE SPACE FROM BROWNING AERIAL SERVICE. --Office space near the University aircraft is needed for flight personnel and the operations specialist, as well as for the location of files and records and as a specific contact place for flight scheduling.

The Browning Aerial Service is willing to lease approximately 180 square feet of such space at a monthly rate of between \$70 and \$80. This includes janitor service and utilities, except telephone. Bids for the one-year period beginning December 15, 1969, with a thirty-day cancellation clause, are to be called for by the State Board of Control. It is recommended that authorization be granted for leasing such office space on the basis of the Board of Control bids, with the rental to be paid from the Available University Fund, Account Number 63-0850-0050. It is further recommended that Executive Vice-Chancellor Walker be authorized to execute the lease agreement as prepared by the State Board of Control.

2. U. T. AUSTIN - AUTHORIZATION TO REMODEL 28,100 SQUARE FEET OF SPACE IN UNIVERSITY JUNIOR HIGH SCHOOL BUILDING FOR COLLEGE OF EDUCATION, APPOINTMENT OF ARCHITECTS AND APPROPRIATION THEREFOR AND SPECIAL COMMITTEE TO APPROVE PLANS. --The South Wing of the University Junior High School Building at The University of Texas at Austin is now in process of being remodeled, and the Department of Music, which has been occupying the remainder of the building, has moved into Music Building No. 2. This building has already been assigned for the use of the College of Education, and because of the urgent need for space by the College, a request has been made that authorization be given to proceed with the remodeling of 28,100 gross square feet of space for this use.

Studies made by the Office of Facilities Planning and Construction indicate that this 28,100 gross square feet of space can be remodeled at an estimated cost of approximately \$750,000.00. The following recommendations in connection with this proposed remodeling are made by President Hackerman and System Administration:

1. That authorization be given for Remodeling of 28,100 gross square feet of space in the University Junior High School Building at U. T. Austin for use of the College of Education.
2. That an allocation of \$750,000.00 from Permanent University Fund Bond proceeds previously made for a new building to be constructed in the vicinity of the University Junior High School Building be transferred to this remodeling project.
3. That the firm of Jessen, Jessen, Millhouse, Greeven, Crume, Day, and Newman, Austin, Texas, be appointed as Project Architects for this proposed remodeling, as Day and Newman were the Project Architects for the remodeling now under way and are familiar with the building and also with representatives from the College of Education involved in both the present and the proposed remodeling.
4. That an appropriation of \$45,000.00 be made from Permanent University Fund Bond proceeds to cover Architect's Fees and miscellaneous expenses.

5. That a Special Committee, composed of President Hackerman, Mr. Lester E. Palmer, Executive Vice-Chancellor Walker, Deputy Chancellor LeMaistre, Regent Peace, and Chairman Erwin, be appointed to approve the plans and specifications when they have been completed by the Project Architects, with authorization to the Executive Director of the Office of Facilities Planning and Construction to advertise for bids after this approval, to be presented to the Board or the Executive Committee for consideration at a later date. The appointment of the Special Committee is requested in order that there may be no delay between completion of the plans and specifications and advertising for bids, since the need for the space will become extremely urgent with the demolition of V Hall next summer.

3. U. T. AUSTIN - AUTHORIZATION FOR ENLARGEMENT OF DINING FACILITY FOR ATHLETES, ADDITIONAL APPROPRIATION THEREFOR, AND SPECIAL COMMITTEE TO AWARD CONTRACT. -- At the Regents' Meeting held October 31, 1969, authorization was given to advertise for bids for a Dining Facility for Athletes to be constructed adjacent to the Men's Dormitory in Beauford H. Jester Center at The University of Texas at Austin, and this advertisement has been placed, calling for bids on the project to be received on December 9, 1969. Further study by the management of the Dormitory and the Athletic Department has indicated a need for additional lounge area. The existing lounge area is minimal and should be expanded even if Athletes Dining was not involved. In order to remedy this situation, it is proposed to enlarge the passageway connecting the building to the Dining Facility into a lounge area at an estimated cost of \$60,000.00, which includes furniture and Architect's Fees.

It is, therefore, recommended by Mr. Darrell Royal, Professor J. Neils Thompson, Vice-President Colvin, President Hackerman, and System Administration that authorization be given to include this extra work in the project and that an additional appropriation of \$60,000.00 be made to the project from Auxiliary Enterprise Funds of U. T. Austin, all previous appropriations having been made from Athletics Council Funds. In order to allow time for the preparation of plans and specifications for this extra work, the bid opening date has been postponed until January 8, 1970, and it is further recommended that a Special Committee, consisting of Mr. Darrell Royal, President Hackerman, Mr. Lester E. Palmer, Executive Vice-Chancellor Walker, Deputy Chancellor LeMaistre, Regent Peace, and Chairman Erwin, be appointed to award a contract for this project after receipt of bids on this date.

4. U. T. AUSTIN - APPROVAL OF PRELIMINARY PLANS AND OUTLINE SPECIFICATIONS FOR ENGINEERING TEACHING CENTERS I AND II AND ADDITIONAL APPROPRIATION FOR ARCHITECT'S FEES.--In accordance with authorization given by the Board at the meeting held May 31, 1968, preliminary plans and outline specifications for Engineering Teaching Centers I and II at The University of Texas at Austin have been prepared by Page, Southerland and Page, Project Architects. These preliminary plans have been approved by President Hackerman and System Administration, and it is recommended that they be approved by the Board, with authorization to the Architects to proceed with the preparation of working drawings and specifications to be presented to the Board for approval at a later meeting. It is further recommended that an additional appropriation of \$360,000.00 be made from Permanent University Fund Bond proceeds to cover the Architect's Fees and miscellaneous expenses through the working drawing stage.

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✓ 5. U. T. AUSTIN - APPROVAL OF PLANS AND SPECIFICATIONS FOR A DATA ACQUISITION SYSTEM.--At the Regents' Meeting held December 17, 1966, authorization was given for the firm of Brown and Root, Inc., to prepare plans and specifications for the various phases of utilities expansion at The University of Texas at Austin. In connection with this utilities expansion, plans and specifications for a Data Acquisition System have been prepared at an estimated cost of \$250,000.00 to come from proceeds of U. T. Austin Utility Plant Fee Bond System revenue series. This is the last project within the utilities expansion program now in progress on the campus at U. T. Austin and will provide a remote control and monitoring system that will significantly increase the efficiency of the operation of the mechanical systems located throughout the campus.

It is recommended by President Hackerman and System Administration that these plans and specifications be approved by the Board, with authorization to the Executive Director of 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.

✓ 6. SAN ANTONIO DENTAL SCHOOL AND SAN ANTONIO NURSING SCHOOL - APPROVAL OF PLANS AND SPECIFICATIONS FOR COMPLETING SPACE IN THE SAN ANTONIO MEDICAL SCHOOL.--In accordance with authorization given at the meeting held October 31, 1969, Bartlett Cocke and Associates and Phelps and Simmons and Associates, Project Architects, have prepared plans and specifications for completing approximately 22,000 square feet of un-completed space at the sub-level in the existing San Antonio Medical School for the use of The University of Texas Dental School at San Antonio and The University of Texas (Clinical) Nursing School at San Antonio. It is recommended by Dean Pannill, Dean Olson, Dean Willman, and System Administration that these plans and specifications be approved by the Board, with authorization to the Executive Director of 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.

✓ 7. GALVESTON MEDICAL BRANCH - APPROVAL OF PLANS AND SPECIFICATIONS FOR AIR CONDITIONING KITCHEN OF JOHN SEALY HOSPITAL. --From the total appropriation of \$773,000 for Plant Funds at The University of Texas Medical Branch at Galveston, authorized at the Regents' meeting held October 31, 1969, it is recommended that \$60,000 of this appropriation be used to air condition the kitchen in the John Sealy Hospital. Plans and specifications for this project have been prepared by the Galveston Medical Branch Physical Plant staff, and it is recommended by Vice-President Thompson, President Blocker, and System Administration that they be approved by the Board, with authorization to the Executive Director of 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.

BUILDINGS AND GROUNDS COMMITTEE

Date: December 12, 1969

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

Place: Main Building, Suite 212  
U. T. Austin, Austin, Texas

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U. T. AUSTIN

8. Appropriation to Office of Facilities  
Planning and Construction for Campus Develop-  
ment Plans

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DALLAS MEDICAL SCHOOL

9. Authorization to Construct a Ground Floor  
Addition to Cary Building, Appointment of Architects,  
and Appropriation Therefor

6

GALVESTON MEDICAL BRANCH

10. Lease of Additional Space in the Sealy and  
Smith Professional Building from the Sealy and Smith  
Foundation for Marine Biomedical Institute

6

11. Appointment of Project Architects for Ad-  
dition to John Sealy Hospital, Children's Hospital,  
and Administration Building

7

12. Appointment of T. A. Waterman and Joseph  
L. Schlankey as Appraisers for Land Acquisition

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BUILDINGS AND GROUNDS COMMITTEE

8. U. T. AUSTIN - APPROPRIATION TO OFFICE OF FACILITIES PLANNING AND CONSTRUCTION FOR CAMPUS DEVELOPMENT PLANS. -- At the Regents' meeting on October 31, 1969, an additional appropriation from the Available University Fund in the amount of \$50,000 was authorized for consultants in the Office of Facilities Planning and Construction to work on long range campus development plans for The University of Texas at Austin. This item was not on the agenda, and it is herewith presented for ratification.

9. DALLAS MEDICAL SCHOOL - AUTHORIZATION TO CONSTRUCT A GROUND FLOOR ADDITION TO CARY BUILDING, APPOINTMENT OF ARCHITECT, AND APPROPRIATION THEREFOR.--Investigations have been made of the various possibilities to provide needed space for Clinical Science Departments at an early date prior to the completion of the Phase I Expansion Program. After completion of this study which evaluated leased space, temporary structures, etc., it is recommended by Dean Sprague and System Administration that a one-story ground floor addition of approximately 6,000 square feet to the west end of the existing Cary Building offers the most feasible solution in accordance with the Phase I Expansion Program. It is further recommended that the firm of Fisher and Spillman, Architects, Dallas, Texas, be appointed 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 \$200,000 be made from Dallas Medical School Plant Funds previously appropriated to Remodeling of the Cary Building to cover the cost of this project.

10. GALVESTON MEDICAL BRANCH - LEASE OF ADDITIONAL SPACE IN THE SEALY AND SMITH PROFESSIONAL BUILDING FROM THE SEALY AND SMITH FOUNDATION FOR MARINE BIOMEDICAL INSTITUTE.--The following letter has been received from President Truman G. Blocker, Jr.:

"Approval is requested to lease approximately 7,300 square feet of laboratory space on the fifth floor of the Sealy and Smith Professional Building, effective February 1, 1970. Cost will be 35¢ per square foot and funds will be available from State appropriations.

"This will provide the necessary laboratory space for The Marine Biomedical Institute until a permanent facility is constructed on the University of Texas Medical Branch campus."

This proposed laboratory space will be in addition to office space for The Marine Biomedical Institute currently leased in the Sealy and Smith Professional Building under previous Board authorizations. The System Administration concurs in Dr. Blocker's request, and recommends that authorization be granted to lease the requested space through the State Board of Control by either an amendment to the existing lease or through a new lease with an expiration date of not later than August 31, 1973, with a thirty day cancellation clause. It is further recommended that Executive Vice-Chancellor Walker be authorized to execute any new lease documents resulting from this authorization.

*resident's  
staff quarters, and*

11. GALVESTON MEDICAL BRANCH - APPOINTMENT OF PROJECT ARCHITECTS FOR ADDITION TO JOHN SEALY HOSPITAL, CHILDREN'S HOSPITAL, AND ADMINISTRATION BUILDING. --With the acceptance by the Board of the grant from The Sealy and Smith Foundation for the purpose of assisting in the expansion of the physical facilities of The University of Texas Medical Branch at Galveston, and in order to proceed with planning of certain buildings considered high priority in this building program, it is recommended by President Blocker and System Administration that authorization be given to proceed with preliminary plans and outline specifications for an Addition to John Sealy Hospital, a Children's Hospital, and an Administration Building at the Galveston Medical Branch. It is further recommended that Project Architects be appointed for the various projects from the lists given below:

*staff quarters and*  
Addition to John Sealy Hospital:

- ① Pierce, Goodwin, and Flanagan, Houston, Texas
- Golemon and Rolfe, Houston, Texas
- Dimitri Demopulos, Houston, Texas
- Rustay, Martin, and Vale, Houston, Texas
- Wilson, Morris, Crain, and Anderson, Houston, Texas

Children's Hospital:

- ① Golemon and Rolfe, Houston, Texas
- Rapp, Tackett, and Fash, Galveston, Texas, and  
Houston, Texas
- Calhoun, Tungate, and Jackson, Houston, Texas
- Caudill, Rowlett, and Scott, Houston, Texas

Administration Building:

- Wilson, Morris, Crain, and Anderson, Houston, Texas
- Joiner, Coburn, and King, Houston, Texas
- Hoff, Blackstone, and Strode, Houston, Texas
- Cameron Fairchild, Houston, Texas

12. GALVESTON MEDICAL BRANCH - APPOINTMENT OF T. A. WATERMAN AND JOSEPH L. SCHLANKEY AS APPRAISERS FOR LAND ACQUISITION.--At the Regents' Meeting held September 12, 1969, authorization was given to System Administration to file a request with the Coordinating Board for permission to acquire approximately seven blocks of land adjacent to the Campus of The University of Texas Medical Branch at Galveston with funds to come from a grant from The Sealy and Smith Foundation. In compliance with the regulations as outlined by the Coordinating Board that two separate and independent appraisals be secured on land to be acquired, it is recommended by Vice-President Thompson, President Blocker, and System Administration that Mr. T. A. Waterman and Mr. Joseph L. Schlankey be appointed as appraisers for this purpose. Detailed costs of these appraisals will be presented at the Board meeting.

*John McCullough thinks appraisers too  
high - Defer until Jan. 1970 meeting*

EMERGENCY ITEMS  
BUILDINGS AND GROUNDS COMMITTEE

Date: December 12, 1969

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

Place: Main Building, Suite 212  
U. T. Austin, Austin, Texas

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U. T. AUSTIN

✓ 13. Award of Contract to S & G Construction Company for 40  
Tennis Courts and Parking Lot

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✓ 14. Award of Contracts to Rockford Furniture Associates  
and Dill's-Challstrom, Inc. for Furniture and Furnishings for  
the Remodeled South Wing of University Junior High School  
Building

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BUILDINGS AND GROUNDS COMMITTEE

*Check*

13. U. T. AUSTIN - AWARD OF CONTRACT TO S & G CONSTRUCTION COMPANY FOR 40 TENNIS COURTS AND PARKING LOT.--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 December 4, 1969, for 40 Tennis Courts and Parking Lot for The University of Texas at Austin, as shown below:

Bidder	Base Bid	Add Alternates			Bidder's Bond
		No. 1	No. 2	No. 3	
W. D. Anderson Company, Austin, Texas	\$390,600	\$4,383	\$29,599	\$31,801	5%
Casey and Glass, Inc. Corpus Christi, Texas	336,200	4,000	18,000	29,000	5%
S & G Construction Company, Austin, Texas	346,000	1,986	25,120	1,128	5%

It is recommended by President Hackerman and System Administration that a contract be awarded to the low bidder, S & G Construction Company, Austin, Texas, as follows:

Base Bid	\$346,000.00
Add Alternates:	
No. 1 (Add 1½" Hot Mix Asphalt to Parking Lot)	1,986.00
No. 2 (Add Twelve Rally Courts)	25,120.00
No. 3 (Add lighting for ten additional tennis courts)	<u>1,128.00</u>
Total Recommended Contract Award	<u>\$374,234.00</u>

It is further recommended that \$385,000.00 be appropriated to the project from Permanent University Fund Bond Proceeds to cover this recommended contract award and miscellaneous expenses. This appropriation is within the amount of \$12,000.00 per court originally estimated for this project.

14. U. T. AUSTIN - AWARD OF CONTRACTS TO ROCKFORD FURNITURE ASSOCIATES AND DILL'S -CHALLSTROM, INC. FOR FURNITURE AND FURNISHINGS FOR THE REMODELED SOUTH WING OF UNIVERSITY JUNIOR HIGH SCHOOL BUILDING.-- Specifications for Furniture and Furnishings for the Remodeled South Wing of the University Junior High School Building at The University of Texas at Austin were prepared by the Office of Facilities Planning and Construction, and bids were called for, received, opened, and tabulated on December 9, 1969, as shown below:

Bidder	Base Bid "A"	Base Bid "B"	Bidder's Bond or Cashier's Check
Abel Contract Furniture and Equipment Company, Inc., Austin, Texas	\$24,249.00	No Bid	5% B. B.
Dallas Office Supply Company, Dallas, Texas	26,910.16	No Bid	5% B. B.
Dill's-Challstrom, Inc., Austin, Texas	---	\$1,695.00	5% B. B.
Dismukes Blind and Drapery Company, Austin, Texas	No Bid	1,805.00	\$90.25 C. C.
Maverick-Clarke, San Antonio, Texas	27,273.38	No Bid	\$27,273.38 B. B.
Rockford Furniture Associates, Austin, Texas	23,733.16	No Bid	5% B. B.

It is recommended by President Hackerman and System Administration that contract awards be made to the low bidders, as follows:

Base Bid "A" (General Furniture)	
Rockford Furniture Associates, Austin, Texas	\$23,733.16
Base Bid "B" (Venetian Blinds)	
Dill's-Challstrom, Inc. Austin, Texas	<u>1,695.00</u>
Total Recommended Contract Awards	<u>\$25,428.16</u>

Funds to cover these recommended contract awards have been previously appropriated and are in the Allotment Account for the project.

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## **Medical Affairs Committee**



U. T. PERMIAN BASIN. --The following resolution was adopted:

RESOLUTION

WHEREAS, Pursuant to the provisions of House Bill No. 157 enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to establish and maintain a state-supported institution of higher education, at a site to be selected by it, to be known as The University of Texas of the Permian Basin; and

WHEREAS, The Board of Regents has found and determined that the acquisition of approximately 600 acres of land in Ector County, Texas, as hereinafter described, known as the "McKnight Property," complies with the provisions of House Bill No. 157, and it is the desire of the Board of Regents to take all necessary and required steps to acquire said property for The University of Texas System for the purpose of establishing The University of Texas of the Permian Basin:

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System that the Board of Regents is hereby authorized to acquire, at no cost to the State of Texas, and does hereby accept those two certain conveyances being made, free and clear of debt to the State of Texas, described as follows:

1. Deed from the County of Ector, State of Texas, to the persons who compose the Board of Regents of The University of Texas, as Trustees, dated October 29, 1969, conveying 308 acres of land, more or less, out of Section 18, Block 41, Township 2 South, T. & P. Railway Company Survey, Ector County, Texas;
2. Deed from the County of Ector, State of Texas, to the persons who compose the Board of Regents of The University of Texas, as Trustees, dated December 12, 1969, conveying 280 acres, more or less, out of Section 18, Block 41, Township 2 South, T. & P. Railway Company Survey, Ector County, Texas;

provided, however, that other than acquisition of land for such institution, no action to activate and operate The University of Texas of the Permian Basin shall be taken by the Board of Regents unless and until each and all of the following conditions are satisfied and met:

- a. The oil, gas and other minerals contained in and under the 308 acre campus core area shall be explored for, produced, and marketed only on lands adjoining the campus core area through the drilling, operation, and maintenance of directional wells located on said adjacent lands or by being pooled or unitized with adjacent lands.

*Ter  
red  
amendment*



- b. All oil and gas pipelines, of every character, and above ground production facilities used in connection with the exploration for, production or marketing of all oil, gas and other minerals, located within the 308 acre campus core area shall be removed and relocated elsewhere at no cost or expense to the State of Texas.
- c. The Commissioners' Court of Ector County and/or the City Council of Odessa shall have acquired the right of way for and constructed, at no cost or expense to the State of Texas, (1) a street known as "Parkway Boulevard" along the West boundary of the above-described 600 acre tract of land connecting 27th and 42nd Streets, and (2) 27th Street along the South boundary of the above-described 600 acre tract to connect with Loop 338.
- d. The City Council of Odessa shall annex the above-described 600 acre tract of land into the City of Odessa in order that all of the terms and provisions of Oil and Gas Ordinance No. 60-25, as amended, adopted by the City Council of Odessa, Texas, regulating oil and gas well drilling, oil and gas production, oil and gas pipeline transmission, pipeline installation, waterflooding and gas injection for oil recovery shall be applicable thereto.

BE IT FURTHER RESOLVED that the Chairman of the Board shall be authorized to execute any and all instruments and to do any and all things necessary for and on behalf of the Board of Regents of The University of Texas System to acquire the 600 acre tract of land for the purpose of establishing thereon The University of Texas of the Permian Basin, subject to the unanimous prior approval of all such agreements, instruments, and things by a committee consisting of Chairman Erwin, Regents Peace, Regent Williams, Deputy Chancellor LeMaistre, and Executive Vice-Chancellor Walker.

**MEDICAL AFFAIRS COMMITTEE**

Date: December 12, 1969

Time: Following the meeting of the Buildings and  
Grounds Committee

Place: Main Building, Suite 212  
U. T. Austin, Austin, Texas

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MED

**NO AGENDA ITEMS HAVE BEEN SUBMITTED  
FOR THE MEDICAL AFFAIRS COMMITTEE.**

MEDICAL AFFAIRS COMMITTEE

Supplementary Agenda

Date: December 12, 1969

Time: Following the meeting of the Buildings  
and Grounds Committee

Place: Main Building, Suite 212  
U. T. Austin, Austin, Texas

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MED

1. U. T. System: Affiliation Agreement Between the Board of Regents and Scott and White Clinic, and Scott and White Memorial Hospital and Scott, Sherwood and Brindley Foundation See Below
2. San Antonio Medical School: Agreement between San Antonio Medical School and the National Institute of Mental Health Clinical Research Center in Fort Worth, Texas 9

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1. U. T. System: Affiliation Agreement Between the Board of Regents and Scott and White Clinic, and Scott and White Memorial Hospital and Scott, Sherwood and Brindley Foundation. --

Deputy Chancellor LeMaistre recommends that the Board of Regents approve the affiliation agreement with the Scott and White Clinic and Scott and White Memorial Hospital and Scott, Sherwood and Brindley Foundation. The agreement has been approved by University Attorney Waldrep. After receiving approval from the appropriate officials it is recommended that the Board of Regents authorize the Chairman to execute this instrument (Pages 3-9 ).

AFFILIATION AGREEMENT

THE STATE OF TEXAS    )  
                          (  
COUNTY    OF    BELL    )

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1969, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter sometimes called "University," and the SCOTT AND WHITE CLINIC, an unincorporated association of physicians and surgeons, and SCOTT AND WHITE MEMORIAL HOSPITAL AND SCOTT, SHERWOOD AND BRINDLEY FOUNDATION, a non-profit Texas corporation located at Temple, Texas, and both hereinafter referred to in the singular as "Scott and White," 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 University and Scott and White 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 Texas the finest medical care and a desire to participate in the education of physicians and other health personnel for the future; and

WHEREAS, it is in the best interest of both parties to cooperate in the education of physicians and other health personnel:

NOW, THEREFORE, with these objectives in mind and with an intent to develop a teaching program for physicians and other health personnel of the future, and to pursue this goal

jointly to the extent consistent with the interests of each institution, the University and Scott and White 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 University and Scott and White 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 University and corresponding chiefs of service of the Scott and White staff. It is further understood that the individual departments or services, or both, of the University or Scott and White 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 SCOTT AND WHITE STAFF MEMBERS

Both parties agree that academic status is a strong inducement for attracting well qualified individuals for teaching positions at Scott and White, and that academic appointments made by the University for individuals in key positions employed by Scott and White should include tenure or assurances of continuation of employment, consistent with the policies of Scott and White. Academic appointments, including tenure, will be nominated by Scott and White or the University and will be granted after mutual agreement on an individual basis, subject to the approval of the

person by the University and satisfactory arrangements covering the financial obligations accompanying all appointments in this category. All faculty appointments will be made in The University of Texas System component represented in the agreement developed on the departmental or service level. The alternatives for obtaining appointments in this category are:

(1) Unqualified Tenure Appointment:

Guarantee by Scott and White for all future salary costs for any tenure appointments by the University.

Under any contract negotiated between Scott and White and the University for services for academic personnel, Scott and White will guarantee to reimburse the University the salary and other expenses for the position authorized in accordance with the terms of the contract. These payments will continue as long as the employment contract between the University and Scott and White for academic personnel is in full force and effect, but not to exceed the term of the contract as negotiated between the parties.

(2) Qualified Tenure Appointment:

Guarantee by Scott and White 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 teaching position.

Under this agreement, the faculty member would receive a tenure guarantee covering a period of time to be agreed upon between Scott and White and the University. In the event his position shall be terminated by Scott and White before the end of such period, and at the time of such termination, the individual occupies a

full-time faculty position at the University, then he would be entitled to receive his salary from Scott and White for the remainder of the period originally agreed upon.

(3) Scott and White Staff without Compensation:

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

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

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

3. COMPENSATION ARRANGEMENTS FOR FULL-TIME FACULTY

For full-time faculty physicians and/or medically related personnel employed full-time by the University and based at Scott and White with academic appointments will be subject to The University of Texas System policy regarding salary plan. These arrangements will be subject to subsequent contracts, developed under the broad framework of this agreement, which will detail, in full, the arrangements related to compensation for full-time faculty, the disposition of any income generated by faculty, and other matters relating to payment for services rendered and the disposition of such payments.

4. JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

In the event Scott and White and the University desire to jointly pursue research, Scott and White will provide



research facilities for faculty and staff who are geographically full-time within Scott and White. In the event such research is performed at University, research facilities will be provided by University. Research projects may be jointly sponsored by the University and Scott and White 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.

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. Either party hereto shall have the right to terminate this agreement by giving written notice of intent of dissolution to the other party at least thirty (30) days in advance of a joint meeting for the purpose of accomplishing same. The effective dates for such dissolution shall be mutually agreed upon, allowing adequate time for 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 not exceed one (1) year after the receipt of such written notice of dissolution.

6. JURISDICTIONAL POWERS

It is agreed that Scott and White 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 Scott and White; and the determination of the acceptability and desirability of Scott and White medical and professional staff.

7. ADMISSION OF PATIENTS AND APPOINTMENTS TO TEACHING STAFF

All admissions of patients to Scott and White shall be under the direction of Scott and White, and full and complete direction of the administration and supervision of Scott and White, as well as appointments to the medical staff, shall at all times be retained by Scott and White. Appointments to the teaching staff of Scott and White, made within the scope of agreements at the departmental or service level, will be made upon the mutual agreement of Scott and White and The University of Texas System component involved. Appointment to the Scott and White medical staff or membership therein is not contingent upon a teaching appointment.

8. TERM OF AGREEMENT


This agreement shall be for a term of ten (10) years from and after the date of execution unless sooner terminated as hereinabove provided. 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: SCOTT AND WHITE CLINIC  
\_\_\_\_\_  
Secretary By \_\_\_\_\_  
President

ATTEST: SCOTT AND WHITE MEMORIAL HOSPITAL AND SCOTT, SHERWOOD AND BRINDLEY FOUNDATION  
\_\_\_\_\_  
Secretary By \_\_\_\_\_  
President

Approved as to Form:  
  
\_\_\_\_\_  
University Attorney

Approved as to Content:  
\_\_\_\_\_  
Deputy Chancellor  
  
\_\_\_\_\_  
Executive Vice-Chancellor  
for Fiscal Affairs

2. San Antonio Medical School: Agreement between San Antonio Medical School and the National Institute of Mental Health Clinical Research Center in Fort Worth, Texas. --

Deputy Chancellor LeMaistre recommends the approval of the Agreement between the Board of Regents of The University of Texas System, on behalf of The University of Texas Medical School at San Antonio, and the National Institute of Mental Health Clinical Research Center in Fort Worth, Texas.

This agreement has been approved as to form by the University Attorney and as to content by Deputy Chancellor LeMaistre and Executive Vice-Chancellor Walker. It is recommended that the Chairman of the Board be authorized to execute this agreement. (Pages 10-12)

AGREEMENT

THE STATE OF TEXAS

COUNTY OF BEXAR

This AGREEMENT by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of The University of Texas Medical School at San Antonio, hereinafter sometimes referred to as the "Medical School," and the National Institute of Mental Health Clinical Research Center, Fort Worth, Texas, hereinafter sometimes referred to as the "Center,"

WITNESSETH:

WHEREAS, The University of Texas Medical School at San Antonio and the NIMH Clinical Research Center, in the interests of the advancement of patient care, research, training skills and medical knowledge, agree to share certain facilities and resources for the mutual advantage of each party within the guidelines and terms and conditions hereinafter set out:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Board of Regents of The University of Texas System and the NIMH Clinical Research Center, do hereby agree as follows:

1. The University of Texas Medical School at San Antonio and the NIMH Clinical Research Center agree that cooperative training and research in narcotic addiction and drug abuse are feasible and desirable. Cooperative training and research between these two institutions have especially rich potential because many addicted persons from the San Antonio area become patients of the Center and some are subjects of past and current research done by the Center in San Antonio.

2. Training and research assignments of medical students, interns, residents, or other staff of the Medical School will be flexibly arranged on an individual basis in keeping with the needs of the students or the nature of the research.

3. Before sending students or other trainees to the Center, a representative of the Medical School will discuss the objectives and length of the assignment with a representative of the Clinical Research Center. Agreements will be documented in a letter or memorandum.

4. The Center will not pay any stipend or expenses of trainees. Trainees will not be eligible for benefits of the Federal Employees Compensation Act.

5. Trainees assigned to the Center will be required to comply with the Center's regulations, will maintain confidentiality of information gathered from patients' records, and will use facilities and equipment with proper care. A staff member of the Center will provide appropriate supervision.

6. The Medical School and the Center may share their respective research facilities and equipment in cooperative studies, on the basis of agreed upon specifications in a written plan for each research project. Persons primarily responsible for research projects will develop the details of agreement on each project. These are subject to review and approval by the Dean of the Medical School and the Chief of the Clinical Research Center.

7. The Medical School and the Center may assign or exchange employees for temporary periods who are engaged in cooperative research studies, on the basis of agreed upon specifications in a written plan for each research study. Persons primarily responsible for research projects will develop the details of agreement on each project. These are subject to review and approval by the Dean of the Medical School and the Chief of the Clinical Research Center.

8. The results of any research or study, including copyrightable material or patentable inventions resulting from the use of, or access to,

the research facilities of the Clinical Research Center shall be dedicated to the public and shall become a part of the public domain, except as otherwise authorized in accordance with policies of the United States Department of Health, Education and Welfare.

9. This agreement shall commence on the date of execution and may be terminated when either party to this agreement issues to the other party a written notice of termination thirty (30) days prior to the desired termination date.

EXECUTED by the parties this \_\_\_\_\_ day of \_\_\_\_\_, 1969.

BOARD OF REGENTS OF  
THE UNIVERSITY OF TEXAS SYSTEM

By \_\_\_\_\_  
Frank C. Erwin, Jr.  
Chairman

NATIONAL INSTITUTE OF MENTAL HEALTH  
CLINICAL RESEARCH CENTER, FORT WORTH

By Warren P. Jurgensen  
Warren P. Jurgensen, M.D.  
Chief

NATIONAL INSTITUTE OF MENTAL HEALTH  
DIVISION OF NARCOTIC ADDICT AND DRUG  
ABUSE

By Sidney Cohen  
Sidney Cohen, M.D.  
Director

Approved as to Form:

Lawrence T. Bede  
University Attorney

Approved as to Content:

Charles LeMaistre  
Deputy Chancellor

Edward L. ...  
Executive Vice-Chancellor for Fiscal Affairs

## **Land and Investment Committee**

LAND AND INVESTMENT COMMITTEE

Date : December 12, 1969  
Time : Following the meeting of the Medical  
Affairs Committee  
Place : Main Building, Suite 212  
U.T. Austin, Austin, Texas

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B. LAND MATTERS:	
1. Easements Nos. 3013 through 3027	3
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1. U. T. Austin - Report Regarding Land Use Study for Brackenridge and Balcones Properties	6

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DOCUMENTATION

PERMANENT UNIVERSITY FUND - INVESTMENT MATTERS.--

REPORT ON PERMANENT UNIVERSITY FUND INVESTMENTS FOR THE FISCAL YEAR ENDED AUGUST 31, 1969.--Under separate bound cover, the Vice-Chancellor for Investments, Trusts and Lands presents a report on the Permanent University Fund investments for the fiscal year ended August 31, 1969. During the fiscal year, periodic reports of investment transactions made for the Fund were submitted to the Board for approval. The present report summarizes the investment transactions for the fiscal year and indicates the status of the Fund's portfolio as of August 31, 1969.



PERMANENT UNIVERSITY FUND - INVESTMENT MATTERS.--

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 and Available University Fund for the current fiscal year through October, 1969, as follows:

	October, 1969	Cumulative This Fiscal Year	Cumulative Preceding Fiscal Year (Averaged)
<u>Permanent University Fund</u>			
Royalty - Oil	\$ 1,404,931.62	\$ 2,344,189.24	\$ 2,520,892.96
Gas - Regular	89,372.00	174,992.68	179,693.10
- F.P.C.	736.77	1,942.79	72,423.12
Water	6,810.93	20,020.98	19,150.54
Salt Brine	968.99	1,811.86	2,494.00
Rental on Mineral Leases	2,566.62	38,886.24	49,333.68
Rental on Water Contracts	- 0 -	500.00	879.16
Rental on Brine Contracts	100.00	100.00	33.34
Amendments and Extensions of Mineral Leases	- 0 -	6,444.52	82,560.74
	<u>\$ 1,505,486.93</u>	<u>\$ 2,588,888.31</u>	<u>\$ 2,927,460.64</u>
Bonuses, Mineral Lease Sales (actual)	- 0 -	- 0 -	- 0 -
	<u>\$ 1,505,486.93</u>	<u>\$ 2,588,888.31</u>	<u>\$ 2,927,460.64</u>
<u>Available University Fund</u>			
Rental on Easements	5,250.00	33,093.30	67,376.00
Interest on Easements and Royalty	30.05	2,883.50	6,082.70
Correction Fees-Easements	- 0 -	- 0 -	- 0 -
Transfer and Relinquishment Fees	1,295.96	1,320.96	5,070.92
	<u>\$ 6,576.01</u>	<u>\$ 37,297.76</u>	<u>\$ 78,529.62</u>
TOTAL - Permanent and Available University Funds	<u>\$ 1,512,062.94</u>	<u>\$ 2,626,186.07</u>	<u>\$ 3,005,990.26</u>

Oil and Gas Development - October 31, 1969

Acreage Under Lease	644,614
Number of Producing Acres	317,568
Number of Producing Leases	1,403

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 increased rental. 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
3013	Texas-New Mexico Pipe Line Company (renewal of No. 1433)	Pipe Line	Andrews	14	152.5 rds 4 1/2 inch	11/1/69- 10/31/79	\$ 99.13
3014	Phillips Pipe Line Company	Pipe Line	Andrews	11	763.2 rds 4 1/2 inch	10/1/69- 9/30/79	496.08
3015	Gulf Oil Corporation	Pipe Line	Ector	35	151.6 rds 8 inch	10/1/69- 9/30/79	197.08
3016	Pan American Petroleum Corporation	Pipe Line	Andrews	9	83.34 rds 2 7/8 inch	10/1/69- 9/30/79	54.17
3017	Texas Electric Service Company	Power Line	Crane	30	1,915.81 rds	1/1/70- 12/31/79	1,915.81
3018	Aztec Gas Systems, Inc.	Pipe Line	Pecos	17	191.27 rds 2 inch	10/1/69- 9/30/79	124.33
3019	El Paso Natural Gas Company	Pipe Line	Reagan	11 & 58	466.68 rds various sized	9/1/69- 8/31/79	591.09

Easements and Surface Leases - Continued --

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
3020	Humble Pipe Line Company (renewal of 1794)	Surface Lease (Cathodic Protection Unit)	Crockett	41	Less than an acre	1/1/70- 12/31/79	\$ 50.00 (Min.)
3021	El Paso Natural Gas Company (renewal of 1467, 1468, & 1473)	Pipe Line	Andrews	1	338.988 rds 4 1/2 inch	5/1/70- 4/30/80	220.34
3022	Humble Pipe Line Company (renewal of 1424)	Pipe Line	Reagan, Crockett & Schleicher	49,48,47, 44,41,39, 55,54,57	12,028.12 rds 18 inch	1/1/70- 12/31/79	24,056.24
3023	Andrews Industrial Water, Inc.	Pipe Line	Andrews	14	139.5 rds 16 inch	11/1/69- 10/31/79	279.00
3024	Phillips Petroleum Company (renewal of 1417)	Pipe Line	Andrews	13 & 14	5,960.1 rds various sized	1/1/70- 12/31/79	8,788.88
3025	Navajo Refining Company (renewal of 1420)	Pipe Line	Hudspeth	A	672.06 rds 6 inch	10/1/69- 9/30/79	873.68
3026	Texas-New Mexico Pipe Line Company	Pipe Line	Andrews	13	31.2 rds 4 1/2 inch	11/1/69- 10/31/79	50.00 (Min.)
3027	El Paso Natural Gas Company	Surface Lease	Hudspeth	L	Less than an acre	9/1/69- 8/31/79	50.00 (Min.)

MATERIAL SOURCE PERMITS

<u>No.</u>	<u>Grantee</u>	<u>County</u>	<u>Location</u>	<u>Quantity</u>	<u>Consideration</u>
364	Pete Moore and Son Contractors	Andrews	Block 1	395 cubic yards sand and caliche	\$ 118.50
365	W. A. (Bill) Farmer Construction Co.	Andrews	Block 11	60 cubic yards caliche	50.00 (Min.)
366	Texas Highway Department	Upton		78,328.76 tons flexible base	5,874.66
367	Allstate Construction, Inc.	Crane	Block 30	265 cubic yards caliche	76.85

TRUST AND SPECIAL FUNDS - REAL ESTATE MATTERS.--

U. T. AUSTIN - REPORT REGARDING LAND USE STUDY FOR BRACKENRIDGE AND BALCONES PROPERTIES.--Regent Peace, Chairman of the special committee appointed to conduct a study and recommend proposed uses of the Brackenridge Tract, will make a report on the status of such study.



LAND AND INVESTMENT COMMITTEE

SUPPLEMENTARY AGENDA

Date: December 12, 1969

Time: Following the meeting of the Medical  
Affairs Committee

Place: Main Building, Suite 212  
U. T. Austin, Austin, Texas

Permanent University Fund - Land Matters

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3. Recommendation re Assignment of Surface Lease No. 2690  
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for September and October 1969

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PERMANENT UNIVERSITY FUND - LAND MATTERS. --

RECOMMENDATION RE ASSIGNMENT OF SURFACE LEASE NO. 2690 FROM AVARY AND ALLGOOD TO A. D. BROWN WAREHOUSE COMPANY AND GRAZING LEASE NO. 947 FROM R. L. WALKER TO ROD RICHARDSON. --The Vice-Chancellor for Investments, Trusts and Lands, joined by Mr. Carr, Land Agent, recommends that consent be granted to the following lease assignments:

Surface Lease No. 2690 covering 200.97 acres more or less out of Sections 35 and 36, Block 16, University Lands, Ward County, being the Pyote Air Base property, from Avary and Allgood, Lessee as "Assignor", to A. D. Brown Warehouse Company, a partnership composed of J. F. Crews, Clark and Roberts Company, W. J. Worsham, L. G. Worsham, A. B. Foster, Jr., J. B. Kirklin, Dale Toone, Jack Browder, J. B. Hopkins and W. W. Hill of Reeves County, Texas, as "Assignee". The lease will continue in effect according to its terms until October 18, 1978, and the assignment, if approved, will be effective from October 1, 1969. Check for the assignment fee of \$50.00 has been tendered.

Grazing Lease No. 947 covering 10,203.8 acres in Blocks 16 and 17 in Pecos County, from R. L. Walker, Lessee as "Assignor", to Rod Richardson of Pecos County, Texas, as "Assignee". Consideration to the University is \$3,571.33, being one-half of the bonus being paid for the assignment, and the agreement by Assignee that he will expend a minimum of \$9,000. for ranch or soil conservation programs on the ranch within the next 5 years.

RECOMMENDATION RE CONTINUATION OF PASTURE ROTATION PROGRAM AS TO CERTAIN LEASES.--Under authorization of the Board of Regents in December, 1964, an incentive reduction in rentals was offered as an inducement to certain ranch lessees to engage in pasture rotation programs with respect to all or part of the acreage covered by their leases. Such reductions, which were at 50% of the standard rental on the acreage involved, were to continue only until December 31, 1969.

The Vice-Chancellor for Investments, Trusts and Lands joined by Mr. Carr, the Land Agent, recommends with respect to the following leases that the program be continued until the expiration of each current lease, as indicated, but on a basis of a 25% reduction in lieu of the 50% reduction heretofore in effect:

<u>Lease No.</u>	<u>Lessee</u>	<u>Expiration</u>	<u>Deferred Acreage</u>	<u>Annual Reduction</u>
1002	S. M. Owens	12-31-72	5,463.0	\$ 751.16
1011	Lester Ratliff	6-30-73	7,823.0	821.41
1014	Walton Poage, Sr.			
	Walton Poage, Jr.	6-30-73	4,375.0	437.50
1026	J. D. Poage	6-30-73	4,093.7	365.02
				<u>\$2,375.09</u>



PERMANENT UNIVERSITY FUND - LAND MATTERS --

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
3028	BTA Oil Producers	Surface Lease (Salt Water Disposal Unit)	Andrews	9	2 acres	8/1/69- 7/31/70	\$ 500.00 *

\* Renewable from year to year, not to exceed a total of five (5) years. Consideration shown is for first year only.



**TRUSTS AND SPECIAL FUNDS - REAL ESTATE MATTERS.--**

**U. T. EL PASO FRANK B. COTTON TRUST - RECOMMENDATION FOR RIGHT-OF-ENTRY TO CITY OF EL PASO FOR SEWER LINE IN COTTON ADDITION.--** One of the tracts, amounting to about 51,000 square feet, which, according to present plans, will be involved in the new Border Highway and access streets, is part of that leased to N. C. Ribble. The City of El Paso requests that the Board of Regents give it a right-of-entry to a strip 70' x 420', all in the tract to be acquired for a street, so that the City can begin construction on a gravity-flow 36" sewer line prior to actual street construction. The City has permission from Mr. Ribble and his subtenants involved without payment of any consideration for the right-of-entry. President Smiley and Vice-Chancellor Shelton recommend that the Board of Regents authorize a right-of-entry from the Board of Regents for this purpose without charge. It is expected that the City and the Highway Department will begin negotiations within the next few weeks for the Cotton Trust tracts which they need. It is understood that money is available, but that appraisals have not been completed.

**REPORTS. --**

**REPORTS OF SECURITIES TRANSACTIONS FOR PERMANENT UNIVERSITY FUND AND FOR TRUST AND SPECIAL FUNDS FOR SEPTEMBER AND OCTOBER 1969. --**The reports of securities transactions for Permanent University Fund and for Trust and Special Funds for September and October 1969 were mailed to the Regents on November 24. The results of the ballots will be reported by the Secretary at the meeting of the Land and Investment Committee.

REPORT RELATING TO EXPIRING GRAZING LEASES.--The following grazing leases will expire on December 31, 1969:

SCHEDULE OF GRAZING LEASES  
EXPIRING DECEMBER 31, 1969

Lease No.	Lessee	County	Acreage
910	L. D. Brooks, Clifton B. Brooks, and Larry C. Brooks	Crockett	23,124.50
<del>911</del>	<del>P. L. Childress, Jr.</del>	<del>Crockett</del>	<del>8,918.50</del>
912	Boyd Clayton	Crockett	8,980.00
913	George Bunger, Sr.	Crockett	8,843.40
914	Alice McMullan	Crockett	2,402.60
915	Helen and Jack Wilkins	Crockett	2,783.70
916	J. W. Henderson, Jr.	Crockett	4,300.00
916-A	Dorothy Henderson Pierce	Crockett	2,740.00
917	Hugh Ratliff	Andrews	23,055.90
918	Mrs. Jean Scheuber	Crockett	2,941.30
919	Floyd R. Henderson	Crockett	8,382.90
920	Thornton & Son	Ward	19,012.82
921	Escondido Ranch, Inc.	Pecos	13,203.60
922	John Lee Henderson, Jr., and Helen Henderson	Crockett	2,455.80
923	Blevins McKenzie et al	Pecos	18,254.20
924	Mrs. Lillian K. St. Clair and Eugene St. Clair	Crockett	8,139.30
925	Mrs. Maggie Nutt et al	Pecos	1,282.70

Agreements have been reached with each lessee as to rental rates and general terms of extensions, but since each lease will contain a commitment to engage in definite range conservation and management practices, the exact terms of which have not been completed, recommendations for formal extensions cannot be submitted until some time after the expiration of the present leases. The U. S. Soil Conservation Service has made its professional personnel available to work with the University and its lessees in developing definite conservation programs to be incorporated as a part of each renewal lease. As soon as these programs are developed, formal lease extensions will be submitted for the Board's approval.

## **Committee of the Whole**

U. T. PERMIAN BASIN: DESIGNATION OF THE SITE FOR THE ESTABLISHMENT OF THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN (INCLUDING APPOINTMENT OF SPECIAL COMMITTEE).--With respect to the establishment of The University of Texas of the Permian Basin, the following resolution was adopted.

RESOLUTION

WHEREAS, Pursuant to the provisions of House Bill No. 157 enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to establish and maintain a state-supported institution of higher education, at a site to be selected by it, to be known as The University of Texas of the Permian Basin; and

WHEREAS, The Board of Regents has found and determined that the acquisition of approximately 600 acres of land in Ector County, Texas, as hereinafter described, known as the "McKnight Property," complies with the provisions of House Bill No. 157, and it is the desire of the Board of Regents to take all necessary and required steps to acquire said property for The University of Texas System for the purpose of establishing The University of Texas of the Permian Basin:

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System that the Board of Regents is hereby authorized to acquire, at no cost to the State of Texas, and does hereby accept those two certain conveyances being made, free and clear of debt to the State of Texas, described as follows:

1. Deed from the County of Ector, State of Texas, to the persons who compose the Board of Regents of The University of Texas, as Trustees, dated October 29, 1969, conveying 308 acres of land, more or less, out of Section 18, Block 41, Township 2 South, T. & P. Railway Company Survey, Ector County, Texas;
2. Deed from the County of Ector, State of Texas, to the persons who compose the Board of Regents of The University of Texas, as Trustees, dated December 12, 1969, conveying 280 acres, more or less, out of Section 18, Block 41, Township 2 South, T. & P. Railway Company Survey, Ector County, Texas;

*other than acquire & hold for such institution*  
*activate*  
provided, however, that no action to ~~establish~~ and operate The University of Texas of the Permian Basin shall be taken by the Board of Regents unless and until the following conditions are satisfied and met:

- a. The oil, gas and other minerals contained in and under the 308 acre campus core area shall be explored for, produced, and marketed as a result of operations which may be conducted only on adjoining lands through the drilling, operation, and maintenance of directional wells located on said adjacent lands or by being pooled or unitized with adjacent lands.

U. T. PERMIAN BASIN. --The following resolution was adopted:

RESOLUTION

WHEREAS, Pursuant to the provisions of House Bill No. 157 enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to establish and maintain a state-supported institution of higher education, at a site to be selected by it, to be known as The University of Texas of the Permian Basin; and

WHEREAS, The Board of Regents has found and determined that the acquisition of approximately 600 acres of land in Ector County, Texas, as hereinafter described, known as the "McKnight Property," complies with the provisions of House Bill No. 157, and it is the desire of the Board of Regents to take all necessary and required steps to acquire said property for The University of Texas System for the purpose of establishing The University of Texas of the Permian Basin:

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System that the Board of Regents is hereby authorized to acquire, at no cost to the State of Texas, and does hereby accept those two certain conveyances being made, free and clear of debt to the State of Texas, described as follows:

1. Deed from the County of Ector, State of Texas, to the persons who compose the Board of Regents of The University of Texas, as Trustees, dated October 29, 1969, conveying 308 acres of land, more or less, out of Section 18, Block 41, Township 2 South, T. & P. Railway Company Survey, Ector County, Texas;
2. Deed from the County of Ector, State of Texas, to the persons who compose the Board of Regents of The University of Texas, as Trustees, dated December 12, 1969, conveying 280 acres, more or less, out of Section 18, Block 41, Township 2 South, T. & P. Railway Company Survey, Ector County, Texas;

provided, however, that other than acquisition of land for such institution, no action to activate and operate The University of Texas of the Permian Basin shall be taken by the Board of Regents unless and until each and all of the following conditions are satisfied and met:

- a. The oil, gas and other minerals contained in and under the 308 acre campus core area shall be explored for, produced, and marketed only on lands adjoining the campus core area through the drilling, operation, and maintenance of directional wells located on said adjacent lands or by being pooled or unitized with adjacent lands.

- b. All oil and gas pipelines, of every character, and above ground production facilities used in connection with the exploration for, production or marketing of all oil, gas and other minerals, located within the 308 acre campus core area shall be removed and relocated elsewhere at no cost or expense to the State of Texas.
- c. The Commissioners' Court of Ector County and/or the City Council of Odessa shall have acquired the right of way for and constructed, at no cost or expense to the State of Texas, (1) a street known as "Parkway Boulevard" along the West boundary of the above-described 600 acre tract of land connecting 27th and 42nd Streets, and (2) 27th Street along the South boundary of the above-described 600 acre tract to connect with Loop 338.
- d. The City Council of Odessa shall annex the above-described 600 acre tract of land into the City of Odessa in order that all of the terms and provisions of Oil and Gas Ordinance No. 60-25, as amended, adopted by the City Council of Odessa, Texas, regulating oil and gas well drilling, oil and gas production, oil and gas pipeline transmission, pipeline installation, waterflooding and gas injection for oil recovery shall be applicable thereto.

BE IT FURTHER RESOLVED that the Chairman of the Board shall be authorized to execute any and all instruments and to do any and all things necessary for and on behalf of the Board of Regents of The University of Texas System to acquire the 600 acre tract of land for the purpose of establishing thereon The University of Texas of the Permian Basin, subject to the unanimous prior approval of all such agreements, instruments, and things by a committee consisting of Chairman Erwin, Regents Peace, Regent Williams, Deputy Chancellor LeMaistre, and Executive Vice-Chancellor Walker.

COMMITTEE OF THE WHOLE  
Chairman Erwin, Presiding

Date: December 12, 1969  
Time: Following the meeting of the Land and  
Investment Committee  
Place: Main Building, Suite 212  
U. T. Austin, Austin, Texas

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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

1. Regents' Rules and Regulations, Part One:  
Amendment to Chapter VI, Section 3. (17)(2). --

Executive Vice-Chancellor for Academic Affairs McKetta recommends that Section 3.(17)(2), Chapter VI, Part One, Regents' Rules and Regulations be amended by adding a new Section 6 to read as follows:

Section 6. Neither the institutional head nor the Chancellor, nor any representative of either of them when dealing with disruptive activities as defined in Section 2(a) above, shall negotiate or attempt to negotiate with any person or persons engaged in any disruptive activity on the campus of any component institution of The University of Texas System, ~~when in his opinion he is under conditions of duress or threat of duress.~~ On the contrary, when such a situation arises, 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.

Deputy Chancellor LeMaistre recommends approval of Executive Vice-Chancellor McKetta's recommendation.

Chairman Erwin recommends that the foregoing item be approved by only after the following words have been deleted at the end of the first sentence: "when in his opinion he is under conditions of duress or threat of duress."

Chairman Erwin also recommends that Section 3. (17)(2), Chapter VI, Part One, of the Regents' Rules and Regulations be amended by adding a new Section 7 to read as follows:

Section 7. 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.

This section was recommended for approval by the Administration at the last meeting but was deferred upon the explanation that the general academic institutional heads needed more time for consideration.

✓ 2. Regents' Rules and Regulations, Part One:  
Amendment to Chapter III, Section 31. (17). --

Deputy Chancellor LeMaistre and Executive Vice-Chancellor McKetta concur in President Harrison's recommendation that the following Section 31. (17) of Chapter III of Part One of the Regents' Rules and Regulations be deleted:

Amend Section 31, Chapter III, Part One, Regents' Rules and Regulations, by deleting Subsection 31. (17) and appropriately renumbering the remaining subsection:

31. (17) THE REGULATIONS AND PROVISIONS OF THIS SECTION (SEC. 31) SHALL NOT APPLY TO FACULTY MEMBERS, NONCLASSIFIED AND CLASSIFIED PERSONNEL AT THE UNIVERSITY OF TEXAS AT ARLINGTON. ALL SUCH PERSONNEL SHALL RETIRE AT AGE 65. ANY SUBSEQUENT EMPLOYMENT PRIOR TO AGE 70 SHALL BE RECOMMENDED ON A YEAR-TO-YEAR BASIS ONLY FOR THOSE PERSONS WHOSE SPECIALIZED TALENT OR PRODUCTIVITY MEETS AN INSTITUTIONAL NEED. ]

3. Report Regarding The University of Texas System Washington, D. C. , Office. --Below is a memorandum from Vice-Chancellor Vowell with respect to the future roll of The University of Texas System Washington, D. C. office.

Deputy Chancellor LeMaistre recommends that a special Regents' Committee be appointed to consider the recommendations made in Vice-Chancellor Vowell's report, and other matters related to the Washington, D.C. Office. It is suggested that appropriate members of Systems Administration work with the Committee, and that a report be prepared for the January meeting of the Board.

November 25, 1969

MEMORANDUM

TO: Deputy Chancellor LeMaistre  
FROM: Raymond W. Vowell  
SUBJECT: Future Role of The University of Texas System Washington Office

I. The future role and scope of The University of Texas System Washington Office was discussed at the Joint Meeting of the Academic Affairs Council and Medical Affairs Council on October 30, 1969. Three possibilities for the office were outlined: (a) it could be closed; (b) it could be maintained at its present level of operation; and (c) it could be expanded for more comprehensive services to the administration and faculty of each of the component institutions of the System.

The present services and activities of the office were outlined. Other services or programs were suggested. Most of those present at the Joint Council Meeting entered into the discussion, and numerous suggestions were made by several of the participants. It was requested that each institution head reduce his recommendations to writing.

On November 4, 1969, Deputy Chancellor Charles A. LeMaistre, M.D., issued a memorandum to the institution heads and to the deans of several major colleges, schools and institutes on the subject of the "future role of the Washington Office."

The memorandum contents follow:

As a result of our meeting on Thursday, October 30, it is obvious that you favor the continued and expanded use of our Washington, D.C., representation. It is also apparent that the role of this office must be explained and justified to the Board of Regents. I have asked Mr. Swift to have a written report available for the regular agenda for the next Board of Regents' meeting. I would appreciate your communicating directly to Mr. Swift, with copies to Vice-Chancellor Vowell and myself, your thoughts regarding the future functions of

this office. Mr. Swift will need these by November 10.

In addition to any other comments you may make, it would be most helpful to me and Mr. Swift if your communication set forth an analysis of the current effectiveness and future conduct of the following functions now performed by Mr. Swift's office:

Institutional/administrative support services  
Faculty/project support services  
Newsletters and other information dissemination

Likewise, I would appreciate specific mention in your communication of the advisability of the establishment of (1) a formal organization of campus liaison officers to work with the Washington Office, and (2) a series of "grantsmanship" seminars.

Lastly, I would like to request specific mention of your estimate of your faculty's future needs for office space in the Washington Office.

II. Excerpts from the responses to the memorandum for the members of the Academic Affairs and Health Affairs Councils and selected deans

A. "I feel that this office is a 'must' for future participation of The University of Texas System in federal allocation of funds for innumerable programs aiding education, research, scientific and health affairs." ---President R. Lee Clark

B. "Availability of a resource in Washington is valuable to this faculty.

"The newsletter is most valuable and is distributed to all department heads at this institution.

"The assistance in the purchase of major items of equipment from abroad has been most helpful.

"You (Mr. Swift) have frequently notified us of programs which might be available from multiple federal agencies far in advance of the usual channels of notification." ---Dean F. Carter Pannill

C. "There is no question that the University as a whole, and perhaps the health institutions especially, will have more, not less, reason to have ties in Washington with a variety of agencies and individuals. In the past, you have been extremely helpful in responding to any request that we, or anyone else in the System, have made.

"Key people in the University should be better known to persons in Washington who could use their talents and suggestions regarding a whole range of matters.

"I think it would be most helpful...to make personal appearances on each campus to meet the faculty as a whole as well as providing some time to meet with individual faculty members who have a special problem they would like to discuss with you." ---Dean Charles C. Sprague

D. "Rather than curtailing our Washington operation, I feel that its services should be expanded. Therefore, I offer the following suggestions:" (Several specific suggestions submitted.) ---President Truman G. Blocker, Jr.

E. "Your office has been of considerable help to myself, to others in the administration, and to individual deans and faculty members who have requested help from you on specific projects. You have contacted congressmen for us and have been able to get their help in supporting some of our grant requests. You have recently been helping us to get surplus books from Washington sources for our library. The Newsletter which you have been sending has been quite valuable to many of us on this campus. All of us in the administration here wish to express our appreciation for what you have done and to give you our support for continuation of this office." ---President Frank Harrison

F. "We find that your Washington Reports provide us with information directly pertinent to The University of Texas System. Such information we find is more quickly provided by you than from other sources and that there is much information which apparently is not reported elsewhere.

"We feel that the maintenance of the office in Washington is a time and money saving device in that you are on the spot to take care of problems that may call for immediate solution and that were you not there it would become necessary to a greater extent to have people from this institution make special trips. Further, in this same connection, your acquaintances and frequent contact with various administrators in Washington can serve to avoid unnecessary delays and to provide quick access to persons whom we may need to see. In view of the frequent changes in personnel and organization in Washington, I think that this factor becomes of utmost importance. ---Dean J. V. Olson

G. "There are regular contacts with the Washington Office by on-campus personnel, particularly our Contract Officer. These include queries by individual letters and telephone calls to clarify requirements for certain grants, check on the progress of applications, and confer with agencies on contract problems. For example, the Office assisted us in processing expeditiously a \$33,000 instructional grant in the biological sciences; approximately \$26,500 of this amount is for permanent equipment for the University." ---Dean Kenneth E. Beasley for President Joseph R. Smiley

H. "For this campus, I can say that the office in Washington is at times a convenience, but I would certainly not favor expanding it. I should note to you that I heard that at a recent meeting of the National Association of College and University Research Administrators the consensus was that university resident offices in Washington were generally of negative value. I did not get this at first hand, so it may not have any great significance." ---President Norman Hackerman

I. "While I temporarily occupy space in the Washington office, I have not as yet made any other use of its services. Thus, I am not in a position to evaluate its past performance for The University of Texas and its faculty.

"However, I believe there is a strong presumption that a university the size of The University of Texas System could effectively employ a staff in Washington much greater than the one man, one secretary office now in operation. While some individual professors undoubtedly have contacts in Washington which make them privy to grant and research opportunities, I suspect that this kind of expertise is limited to a relatively few staff members. For the great majority I would expect that a properly designed and staffed Washington office program would prove of great and continuing value." ---Dean John A. Gronouski

J. "The Washington office has provided valuable and effective support services to the College of Education in terms of administrative, faculty and project activities, and there is no reason to believe that it would not continue to do so in the future. The office has been most cordial and cooperative in providing these essential services.

"Notable among areas for which particularly useful contacts have been provided for faculty and project personnel are special education, computer-assisted instruction, research and development in teacher education, and research and training for rehabilitation of the mentally retarded. All have received significant input from the Washington office. It has proved to be a vital communications link with key people in the House, the Senate, and the Executive Branch.

"An outstanding example of this latter function was the arrangement of an educational technology seminar. Approximately 25 professional and technical staff members of various congressional committees were brought down to U. T. Austin to confer with local educational technology specialists in special education research training and development, computer-assisted instruction, and research and development in teacher education. In addition to the interaction with local personnel, visiting conferees were afforded an opportunity to inspect U.T. Austin's technological facilities for educational research and development. The seminar provided the visitors with a better understanding of our needs and capabilities in this important and rapidly developing aspect of education in the nation. At the same time, local participants benefited significantly from their contacts with the visitors. They learned a great deal about the available sources of funding, the appropriate channels for applying for support, relevant pending legislation, the functions of the congressional committees represented, and the prevailing attitudes of those committees toward developments in educational technology." ---Associate Dean Jackson B. Reid for Dean Wayne Holtzman

K. "Of primary importance to our College of Engineering is for the Washington office to achieve and sustain an effective operation for determining and reporting to us as much of the internal Federal policy making and planning in applicable education, research, and public service sectors as may be possible to economically obtain. By this we mean that it is essential for us to know as much as is possible in advance of any official public announcement about new programs that may be of interest to us. Often the die is cast by the time official public announcement ensues. Furthermore, there are times when our viewpoints should be brought to the attention of executive department planners or the cognizant Congressional committee staffs." ---Dean B. H. Amstead

L. "The financial requirements for facilities for our Graduate School of Business will certainly have great need for federal funds. Who secures them and how it is effected, I do not know; however, I would think that the Washington, D.C., Office could play a major role." ---Dean George Kozmetsky

M. "The important point from my perspective is that the Washington Office in the future can be an invaluable asset to the Institute of Urban Studies and the programs and work we plan to develop, hopefully on a System-wide and State-wide basis." ---Dr. Edward S. Overman

N. In a conference with Dr. Joseph H. Gallagher, he stated he was unable to determine his need for space in Washington at the present time.

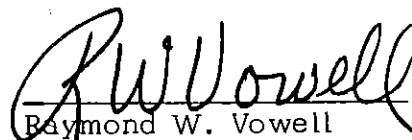
III. Therefore, based upon the strong expression of opinions by the members of the Academic Affairs and Medical Affairs Councils, it is recommended

A. that The University of Texas System Washington Office be expanded and staffed to more effectively meet the needs of the administration and faculty of each of the component institutions;

B. that additional office space be acquired in the general downtown area where the present office is located, the amount of space to be determined by projected staffing and other use needs;

C. that additional staff be authorized based upon projected needs to be developed by the System administration following consultation with the Academic and Medical Affairs Councils;

D. and that each of the component institutions share in a portion of the operating cost of the Washington Office, the amount to be determined by a formula based upon the amount of federal funding received.

  
Raymond W. Vowell

COMMITTEE OF THE WHOLE  
Chairman Erwin, Presiding

Date: December 12, 1969  
Time: Following the meeting of the Land and  
Investment Committee  
Place: Main Building, Suite 212  
U. T. Austin, Austin, Texas

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V. SPECIAL ITEMS

A. U. T. System

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B. U. T. Austin

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V. SPECIAL ITEMS

A. U. T. System

4. Regents' Rules and Regulations, Part One: Amendment to Chapter VI, Section 3 to Conform Language in the Rules set out below to the Exact Language in the State Statutes. --

Deputy Chancellor LeMaistre concurs in the recommendation of the Law Office that the following amendments be approved:

Amend Section 3 of Chapter VI of Part One of the Regents' Rules and Regulations to read as follows:

- (1) Amend Section 1 of Subdivision 3.(17)(1) of Subsection 3.(17) to read as follows:

Section 1. No person, acting alone or in concert with others, may engage in disorderly conduct. Disorderly conduct consists of any of the following:

- (2) Amend Section 1 of Subdivision 3.(17)(2) of Subsection 3.(17) to read as follows:

Section 1. No person or group of persons acting in concert may willfully engage in disruptive activity or disrupt a lawful assembly on the campus or property of any private or public school or institution of higher education or [PROPERTY OF ANY PRIVATE OR PUBLIC SCHOOL OR INSTITUTION OF HIGHER EDUCATION OR] public vocational and technical school or institute.

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

Deputy Chancellor LeMaistre concurs in the recommendation of the Law Office that clarifying language be included in the Regents' Rules and Regulations to define the word "drug" and "narcotic" by amending Section 3 of Chapter VI, Part One to add a subsection 3.(19) as follows:

- 3.(19) For the purpose of this section, (1) the word "drug" means "dangerous drug" as defined in Section 2, Chapter 425, Acts of the 56th Legislature, Regular Session, 1959, as amended (Article 726d, Vernon's Texas Penal Code; and (2) the word "narcotic" means "narcotic drugs" as defined in Section 1, Chapter 169, Acts of the 45th Legislature, Regular Session, 1937, as amended (Article 725b, Vernon's Texas Penal Code).

6. Regents' Rules and Regulations, Part One: Amendment to Chapter VI (Addition of Section 6). --

It is recommended by System Administration that the Regents' Rules and Regulations, Part One, Chapter VI, be amended by adding to Chapter VI a section formerly allocated to Chapter VII of Part Two. The section in question more logically should be allocated to Chapter VI which pertains to the use of university facilities. That section, as allocated to Chapter VI of Part One, reads as set out on Pages 11-12.

Amend Section 6 of Chapter VI of Part One of the Regents' Rules and Regulations by adding a new Subsection 6.5. The new Section 6.5 reads as follows:

6.5 Use of Physical Facilities by Outside Groups; The University of Texas System as a Joint Sponsor.--Use of physical facilities of The University of Texas System, especially auditoriums, gymnasiums, and large rooms, by outside groups shall be subject to the following rules in which the "University" shall mean any component institution.

6.51 The University will not permit the unrestricted use by non-University groups of any of its facilities.

6.52 The University will not enter into joint sponsorship of any project or program that is to result in private gain for the cooperating group or groups.

6.53 The University, established as a public institution without regard to political affiliation or religious faith, cannot be a joint sponsor with any noncampus organization for political or sectarian gatherings. However, the appearance by or on behalf of a candidate for public office may be authorized under conditions prescribed by the Board of Regents.

6.54 Whenever non-University groups share in the use of University buildings, it must be upon the invitation of the University and under its joint sponsorship, and with the further understanding that all the conditions governing such sponsorship are to be set by the University.

6.55 The University when entering into joint sponsorship of any program or activity assumes full responsibility for all details and reserves the right to approve all copy for advertising, as well as news releases.

6.56 The University will not enter into joint sponsorship of any program or activity in which the educational implications are not self-evident and which does not directly supplement the educational purposes of the University.

6.57 It shall be understood that the availability of the University's auditorium facilities for functions other than the institution's own activities is strictly subject to the needs and the convenience of the University, which are always to have priority in the scheduling of facilities.

- 6.58 The use of University auditoriums on Sundays will be limited to Sunday afternoons. Authorization for their use at that time will be given only for concerts or other programs appropriate to the day.
- 6.59 In the case of programs for which the University is a joint sponsor with some other group or organization, the fee to be paid by the co-sponsor will be a matter for negotiation in each case and will be specified in the agreement providing for the joint sponsorship.

7. Regents' Rules and Regulations, Part Two: Amendments to Chapters IV, V, VI, VII, X, and XI. --It is recommended by System Administration that the Regents' Rules and Regulations, Part Two, Chapters IV, V, VI, VII, X, and XI be amended to conform to changes in state law, changes in administrative titles and practices, and to make other revisions deemed desirable. The proposed amendments to those chapters are set out on Pages 13-30 .

Amend Chapters IV, V, VI, VII, X, and XI of Part Two of the Regents' Rules and Regulations to read as follows:

a. amend Section 1 of Chapter IV to read as follows:

Sec. 1. Authority to Obligate Funds.--The official purchasing agents of the component institutions shall have sole authority to obligate funds of their respective institutions for purchases unless otherwise provided in these regulations or otherwise specifically approved by the institutional head and the Deputy Chancellor or the Chancellor or by the Board of Regents. No liability can be assumed for payment of obligations except those incurred in accordance with authority thus granted.

b. amend Subsection 2.4 of Section 2 of Chapter IV to read as follows:

2.4 Any violations of these purchasing ethics shall be reported promptly to the Chancellor or the Deputy Chancellor and to the Board of Regents.

c. amend Subsection 3.2 of Section 3 of Chapter IV to read as follows:

3.2 Unless otherwise provided in these regulations or specifically authorized by the executive head and the Chancellor or the Deputy Chancellor, all purchases of supplies and equipment shall be made through the official purchasing agents of the component institutions.

d. amend Subdivision 3.33 of Subsection 3.3 of Section 3 of Chapter IV to read as follows:

3.33 Closed or noncompetitive specifications shall not be used except in unusual instances clearly justified as being essential to efficient operating performance. Reports of all such exceptions with a summary of the reasons therefor shall be filed quarterly with the Chancellor's Office [CHANCELLOR] and with the Secretary to [OF] the Board of Regents.

e. amend Subsections 6.1, 6.2, and 6.3 of Section 6 of Chapter IV to read as follows:

6.1 Space leases involving buildings and paid from general budget funds must, by law, be approved by the State Board of Control and may not extend beyond a four-year period.

6.2 Proposals for space leases require the approval of the Deputy Chancellor, the Chancellor, and the Board of Regents, and lease contracts drawn in accordance with such approval shall be signed by the Executive Vice-Chancellor for Fiscal [BUSINESS] Affairs or his delegate.

6.3 A requisition shall be submitted to the purchasing office [AGENT] and the lease completed prior to occupancy of any space for office, storage, or other purposes. The requisition must show type of space and purpose of its use, approximate number of square feet, location, whether janitor service and/or utilities will be furnished by the lessor, period of lease, and any other requirements.

f. amend Section 9 of Chapter IV to read as follows:

Sec. 9. Purchases from Employees.--Purchases are not permitted from any officer or employee of The University of Texas System unless the cost is less than that from any other known source and until approved by the institutional heads, the Chancellor or the Deputy Chancellor, and the Board of Regents. Details of such transactions shall be reported in the dockets or Minutes of the Board.

g. amend Chapter IV by adding new Sections 13, 14, and 15 to read as follows:

Sec. 13. Purchases from Texas Department of Corrections.--In accordance with the intent of the Legislature, and as provided by Article 6203c, VTCS, goods produced by the Texas Department of Corrections shall be purchased when such goods are equal to or lower in price than goods of a comparable quality on the open market.

Sec. 14. Interception Devices.--The current appropriation bill includes the following provisions:

"None of the funds herein appropriated may be used for the purchase, rental or contractual agreement for any type of electronic, mechanical or other interception devices used for the purpose of overhearing or recording oral conversation made in private or conversation made by wire without prior approval of the Governor."

Sec. 15. Passenger Vehicles.--The current appropriation bill provides that:

"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."

h. amend Subdivisions 1.122 and 1.123 of Subsection 1.1 of Section 1 of Chapter V to read as follows:

1.122 Write all job descriptions [CLASS SPECIFICATIONS].

1.123 Allocate all positions [JOBS] to the proper job classification.

i. amend Subdivision 1.142 of Subsection 1.1 of Section 1 of Chapter V to read as follows:

1.142 Advise his chief executive officer and the System Personnel Director [ADVISER] of any violation or abuse of this policy.

j. amend Subdivision 1.152 of Subsection 1.1 of Section 1 of Chapter V to read as follows:

1.152 Call to the attention of his chief executive officer in writing any violation of the program that [WHICH] may be approved outside the channels provided above, with a copy to the System Personnel Director [ADVISER].

k. amend Subsection 1.1 of Section 1 of Chapter V by adding a Subdivision 1.166 to read as follows:

1.166 A program of employee benefits.

l. amend Subdivision 1.212 of Subsection 1.2 of Section 1 of Chapter V to read as follows:

1.212 Type of Plan.--Uniform use shall be made of the job grading procedure method ["GRADING OF JOB CLASSIFICATION"] system of job evaluation. Job descriptions [SPECIFICATIONS] shall be prepared according to the Procedure for Writing Job [CLASS] Specifications provided by the System Personnel Office of The University of Texas System.

m. amend Subdivision 1.224 of Subsection 1.2 of Section 1 of Chapter V to read as follows:

1.224 Salary ranges for each job classification shall be dependent upon the competitive labor market situation for each institution, as determined by salary [PAY] surveys.

n. amend Subdivision 1.242 of Subsection 1.2 of Section 1 of Chapter V to read as follows:

1.242 Changes in the Classification Plan, Pay Plan, and Policies and Rules at each institution involving only deletions of titles, changes in title, and changes in code numbers require the approval of the Executive Head of the institution and the System Personnel Officer [MUST BE MADE UPON THE RECOMMENDATION OF THE INSTITUTIONAL PERSONNEL OFFICE, THE CHIEF EXECUTIVE OFFICER OF THE INSTITUTION, THE SYSTEM PERSONNEL ADVISER AND HAVE THE APPROVAL OF THE CHANCELLOR AND THE BOARD OF REGENTS. SUCH CHANGES MUST HAVE THE APPROVAL OF THE CHANCELLOR PRIOR TO INCLUSION IN THE REGENTS' DOCKET FOR THE INSTITUTION CONCERNED].

o. amend Subsection 1.2 of Section 1 of Chapter V by adding a new Subdivision 1.243 to read as follows:

1.243 Changes in the Classification Plan, Pay Plan, and the Policies and Rules involving new titles and changes in pay ranges for existing titles must have approval of the Executive Head of the institution, the System Personnel Director, the Executive Vice-Chancellor for Fiscal Affairs, the Deputy Chancellor, and the Chancellor. In addition, such changes require ratification of the Board of Regents through the institutional docket procedure.

p. amend Subdivision 1.252 of Subsection 1.2 of Section 1 of Chapter V to read as follows:

1.252 Functional direction and help on technical personnel matters shall be provided each classified personnel officer by the System Personnel Director [ADVISED].

q. amend Subdivision 1.26 of Subsection 1.2 of Section 1 of Chapter V to read as follows:

1.26 System Personnel Director [ADVISED].--The System Personnel Director [ADVISED] serves as a staff officer advising the Chancellor and the Deputy Chancellor through the Executive Vice-Chancellor for Fiscal [BUSINESS] Affairs on the Classified Personnel programs, Workmen's Compensation insurance, and [OTHER] staff benefits, for each of the component institutions of the system.

r. amend Subdivision 2.11 of Subsection 2.1 of Section 2 of Chapter V to read as follows:

2.11 As approved by the Board of Regents, The University of Texas System shall carry a blanket position (fidelity) bond that [WHICH] shall cover employees of all component institutions. All employees shall be covered in the amount of not less than \$5,000 each. It shall be the responsibility of the System Comptroller to recommend to [THE CHANCELLOR THROUGH] the Executive Vice-Chancellor for Fiscal [BUSINESS] Affairs the administrative officials who are to be covered by amounts in excess of this figure, and the amount of coverage recommended for each. For total coverage in excess of \$10,000, approval of the State Auditor is necessary.

s. amend Subdivision 2.31 of Subsection 2.3 of Section 2 of Chapter V to read as follows:

2.31 A leave of absence not to exceed fifteen working days in any one calendar year is granted faculty or staff members who, as members of the National Guard or Official Militia of Texas [,] or members of any of the Reserve Components of the Armed Forces, shall be [ARE] engaged in authorized [FIELD OR COAST DEFENSE] training or duty, [, PARADE OR ENCAMPMENT AS] ordered or authorized by proper authority. During such periods, the



employee is absent without loss of efficiency rating, [OR] vacation time, or salary, and when relieved from military duty, [AND] is restored to the position and status he previously held [WHEN RELIEVED FROM MILITARY DUTY].

t. amend Subsection 3.2 of Section 3 of Chapter V to read as follows:

3.2 Separation from State Employment.--"No employee of the State shall be granted terminal annual or vacation leave subsequent to the effective day of the employee's resignation, dismissal, or separation from State employment (See Part One, Chapter III, Section 15.3, and Section 19.3).

~~3u.~~ amend Section 3 of Chapter V by deleting Sub-section ~~3.2.~~ 4

[3.4 LIABILITY INSURANCE.--"AS EMPLOYEE COMPENSATION IN ADDITION TO THAT OTHERWISE PROVIDED HEREIN, ANY STATE AGENCY AUTHORIZED BY THE 1968-69 APPROPRIATIONS BILL TO PURCHASE AND OPERATE MOTOR VEHICLES, MAY REIMBURSE ITS EMPLOYEES, OUT OF FUNDS APPROPRIATED IN THIS ACT, FOR COSTS INCURRED IN PURCHASING ANY NECESSARY ADDITIONAL PERSONAL LIABILITY INSURANCE FOR THE PURPOSE OF INSURING AGAINST PERSONAL LIABILITY ARISING OUT OF THE FULL-TIME USE OF SUCH STATE-OWNED MOTOR VEHICLES."]

v. amend Subsections 1.3 and 1.4 of Section 1 of Chapter VI to read as follows:

1.3 Annual membership dues in the Teacher Retirement System are \$5, which amount is deducted from the first salary payment in a fiscal year. Members contribute 6 per cent of their salary up to and including \$25,000 [\$8,400] per year, with the maximum contribution of \$1,500 [\$504] per year, which amount is deducted from the monthly salary payment. The contributions are sent monthly by the business offices to the Teacher Retirement System. Each year members receive a statement from the Teacher Retirement System, through the business offices, of their total contributions, plus accumulated interest through August 31 of the preceding year. Within the provisions of the law, the State also contributes to the member's account.

1.4 The annuity payable at retirement is based on the salaries earned by the member. Annuity payments are based upon the average salary earned in the ten highest years of creditable service, not to exceed \$25,000 [\$8,400] of salary for any one year beginning September 1, 1969. Years of service for the period September 1, 1957, through August 31, 1969, have a maximum limit of \$8,400.

w. amend Subdivision 1.74 of Subsection 1.7 of Section 1 of Chapter VI to read as follows:

1.74 With 20 [25] years creditable service upon reaching age 55 or with 30 years creditable service at any age, member is entitled to retire at reduced actuarial equivalent of benefit payable at age 60.

x. amend Subsection 1.8 of Section 1 of Chapter VI to read as follows:

1.8 Creditable service consists of prior service, former membership service, and current membership service. "Prior service" means service by such person as a teacher or auxiliary employee prior to (A) September 1, 1937, as relates to any person who became a member or who at any time on or before August 31, 1949, was eligible for membership in the Teacher Retirement System, or (B) September 1, 1949, as relates to any person who for the first time became eligible for membership in the Teacher Retirement System on or after September 1, 1949. [FOR TEACHER MEMBERS, PRIOR SERVICE IS THAT BEFORE SEPTEMBER 1, 1937, FORMER MEMBERSHIP SERVICE IS THAT RENDERED DURING THE PERIOD SEPTEMBER 1, 1937, TO AUGUST 31, 1955, AND CURRENT MEMBERSHIP SERVICE IS THAT RENDERED SUBSEQUENT TO AUGUST 31, 1955. FOR AUXILIARY EMPLOYEES, PRIOR SERVICE IS THAT RENDERED PRIOR TO SEPTEMBER 1, 1949, FORMER MEMBERSHIP SERVICE IS THAT RENDERED DURING THE PERIOD SEPTEMBER 1, 1949, TO AUGUST 31, 1955, AND CURRENT MEMBERSHIP SERVICE IS THAT RENDERED SUBSEQUENT TO AUGUST 31, 1955.]

y. amend Section 1 of Chapter VI by adding a new Section 1.10 to read as follows:

1.10 Few employees of The University of Texas System are members of the Employees Retirement System because they are no longer eligible for initial membership in this system. Only those who were eligible between September 1, 1947, and August 31, 1949, and who did not waive membership as of September 1, 1947, are now members. Beginning September 1, 1949, new employees who would previously have been eligible for this plan became eligible for membership in the Teacher Retirement System as auxiliary employees. Annual membership dues in this system are \$2, which sum is deducted from the first monthly salary payment in a fiscal year. Contributions of employees are 5 per cent of the total salary earned, which is deducted from monthly salary payments.

z. amend Section 2 of Chapter VI to read as follows:

Sec. 2. Optional Retirement Program.

2.1 Pursuant to Chapter 729, Acts of the 60th Legislature, Regular Session, 1967 (Article 2922-1i, Vernon's Texas Civil Statutes), the Board of Regents of The University of Texas System has authorized:

2.11 The establishment of an Optional Retirement Program in lieu of active membership in Teacher Retirement System of Texas to become effective September 1, 1968.

- 2.12 Any insurance or annuity company qualified and admitted to do business in this State to offer an Optional Retirement Plan to eligible employees of The University of Texas System.
- 2.13 The ceiling on both the employee's contribution and the State's matching contribution to the Optional Retirement Plan to be the same as is in effect for contributions to the Teacher Retirement System.
- 2.14 Compliance with the terms and provisions of the Act, and further compliance with prescribed rules and regulations of the State Board of Insurance and The University of Texas System.
- 2.2 Eligibility - The following types of employees are eligible to participate in the Optional Retirement Program:
- 2.21 All full-time faculty members appointed at least 4-1/2 months.
- 2.22 All full-time administrative, research or professional personnel appointed for at least 4-1/2 months, excluding any person employed in a position which is in the classified personnel pay plan of a component institution of the University.
- 2.23 A full-time person who enters the program and later reduces to part-time status will remain eligible for the Program.
- 2.3 Effective Date of Participation
- 2.31 Eligible employees in The University of Texas System employed as of September 1, 1968, shall elect to participate in the Optional Retirement Program no later than the first day of August, 1969. An eligible employee not exercising the option to participate in the Optional Retirement Program by August 1, 1969, is deemed to have chosen to continue membership in the Teacher Retirement System.
- 2.32 Eligible employees of The University of Texas System employed September 2, 1968, or later, shall within ninety days following date of employment, elect to participate or not to participate in the Optional Retirement Plan. A person is automatically considered a member of the Teacher Retirement System Program unless he elects to participate in the Optional Retirement Program during the first 90 days of employment.
- 2.4 Contributions to Retirement Plan shall be as follows:
- 2.41 The Optional Retirement Act authorizes a salary ceiling for contributions equivalent to the Teacher Retirement System. This ceiling, effective September 1, 1969, is 6 per cent of the salary ceiling of \$25,000 per year.

- 2.5 The Chancellor's Office of The University of Texas System will approve the companies authorized to offer an Optional Retirement Plan to eligible members of The University of Texas System. Eligible carriers will be indicated by the Chancellor's Office.
- 2.6 The eligible member electing to participate in the Optional Retirement Plan shall elect the company he chooses if that company has been approved by the University.
- 2.7 Because of the one-year vesting clause in the law, the State's matching contribution must be returned to the University if an employee does not begin a second year of participation.
- 2.8 There can be only one change in Optional Retirement Program carriers per person, and such change may be made only on September 1st.
- 2.9 Application blanks of authorized insurance carriers will not be furnished by the component institutions because of the possible large number of insurance carriers that may be authorized under the program. It is the responsibility of each individual interested in participating in the Optional Retirement Program to contact the authorized insurance carrier of his choice for an application blank.

[SEC. 2. EMPLOYEES RETIREMENT SYSTEM.

- 2.1 THERE ARE RELATIVELY FEW EMPLOYEES OF THE UNIVERSITY OF TEXAS SYSTEM WHO ARE MEMBERS OF THE EMPLOYEES RETIREMENT SYSTEM SINCE THEY ARE NO LONGER ELIGIBLE FOR INITIAL MEMBERSHIP IN THIS SYSTEM. ONLY THOSE WHO WERE ELIGIBLE BETWEEN SEPTEMBER 1, 1947, AND AUGUST 31, 1949, AND WHO DID NOT WAIVE MEMBERSHIP AS OF SEPTEMBER 1, 1947, ARE NOW MEMBERS. BEGINNING SEPTEMBER 1, 1949, NEW EMPLOYEES WHO WOULD PREVIOUSLY HAVE BEEN ELIGIBLE FOR THIS PLAN BECAME ELIGIBLE FOR MEMBERSHIP IN THE TEACHER RETIREMENT SYSTEM AS AUXILIARY EMPLOYEES.
- 2.2 ANNUAL MEMBERSHIP DUES IN THIS SYSTEM ARE \$2, WHICH SUM IS DEDUCTED FROM THE FIRST MONTHLY SALARY PAYMENT IN A FISCAL YEAR. CONTRIBUTIONS OF EMPLOYEES ARE 4-1/2 PER CENT OF THE TOTAL SALARY EARNED, WHICH IS DEDUCTED FROM MONTHLY SALARY PAYMENTS. THE COMPONENT INSTITUTION CONTRIBUTES AN AMOUNT EQUAL TO THAT OF EMPLOYEES, PAYABLE FROM THE SAME SOURCE AS THE SALARY. ALL CONTRIBUTIONS ARE DEPOSITED MONTHLY WITH THE EMPLOYEES RETIREMENT SYSTEM AND BY LAW ARE DEPOSITED BY THAT AGENCY WITH THE STATE TREASURER.
- 2.3 MEMBERS' DEPOSITS ARE HANDLED IN THE SAME WAY AS IN THE TEACHER RETIREMENT SYSTEM.

2.4 PROVISIONS FOR MEMBERSHIP AND RETIREMENT REQUIREMENTS AND BENEFITS ARE QUITE SIMILAR TO THOSE FOR THE TEACHER RETIREMENT SYSTEM; HOWEVER, "PRIOR SERVICE" IN THE EMPLOYEES RETIREMENT SYSTEM IS ALL CREDITABLE SERVICE RENDERED PRIOR TO SEPTEMBER 1, 1947, AND "MEMBERSHIP SERVICE" IS THAT WHICH HAS BEEN EARNED SINCE THAT DATE.

2.5 FURTHER DETAILS, INCLUDING INFORMATION PERTAINING TO RECIPROCAL SERVICE WITH TEACHER RETIREMENT SYSTEM, MAY BE SECURED FROM THE COMPONENT INSTITUTION BUSINESS OFFICE OR PERSONNEL OFFICE, THE SYSTEM PERSONNEL OFFICE OR THE EMPLOYEES RETIREMENT SYSTEM IN AUSTIN.]

aa. amend Subsections 3.1 and 3.2 of Section 3 of Chapter VI to read as follows:

3.1 The University of Texas System carries a master group life insurance policy, applicable to all component institutions, with the Aetna Life Insurance Company for "One Year Term Plan." Premiums are payable monthly in advance, by payroll deduction, increase for each person with each year of age, and are payable entirely by the individual. The program is optional but is available only to [FULL-TIME] annual faculty and staff appointed at least one-half time; new employees are notified of their eligibility by the personnel office at the time of employment.

3.2 The amount of insurance available is equal to the next highest thousand dollars above the annual salary with a maximum of \$50,000 [\$20,000]. Annual earnings for academic personnel shall be the nine-month or twelve-month academic rate, as applicable. Annual earnings for non-teaching personnel shall be the twelve-month rate. When an employee classification changes, due to increase or decrease in earnings, including Modified Service, the amount of the insurance will be adjusted on the annual renewal date (January 1) following the date of the change provided the employee is available for work.

bb. amend Section 4 of Chapter VI to read as follows:

- Sec. 4. Group Hospitalization and Medical Benefit Plan.
- 4.1 A System-wide contract is in effect to provide group hospitalization and medical insurance coverage on an optional basis for employees of all component institutions of the University System subject to approval of the System Personnel Director, the Executive Vice-Chancellor for Fiscal Affairs, the Deputy Chancellor, the Chancellor, and the Board of Regents.
- 4.2 This plan provides for a basic coverage supplemented by major medical coverage.

[4.1 GROUP HOSPITALIZATION AND MEDICAL BENEFIT PLANS MAY BE INSTITUTED OR CONTINUED AT EACH OF THE COMPONENT INSTITUTIONS SUBJECT TO APPROVAL OF THE INSTITUTIONAL HEAD, THE SYSTEM PERSONNEL ADVISER, THE VICE-CHANCELLOR FOR BUSINESS AFFAIRS, THE CHANCELLOR, AND THE BOARD OF REGENTS.]

cc. amend Subsection 5.5 of Section 5 of Chapter VI to read as follows:

5.5 A physical examination by a designated physician is required for all persons to be covered, and before the individual's name can be placed on the payroll, the executed original of the examination form must be filed in the System Personnel Office. The Supervisor furnishes a list of physicians for these examinations that must be [WHICH IS] approved by the Board of Regents. The physician's [A] fee [OF \$5] is paid by the System Personnel Office for each examination. Persons who fail to pass the physical examination cannot be covered by the insurance. They may be employed only after signing a waiver of all rights.

dd. amend Subsection 5.7 of Section 5 of Chapter VI to read as follows:

5.7 The percentage of annual payroll, within the 2 per cent mentioned in Section 5.1 above, is approved by the Board of Regents, and the amount is set aside from available appropriation other than itemized salary appropriations. Institutional chief business officers shall prepare and send to the System Personnel Director [COMPTROLLER] a monthly report of covered employees showing the source of their salaries and a check and/or state warrant for the amount due. These checks will be deposited in a depository bank and the State Comptroller will be requested to transfer the amounts due on payrolls paid from State funds to the Workmen's Compensation Insurance Fund [IN THE STATE TREASURY].

ee. amend Subsection 5.8 of Section 5 of Chapter VI to read as follows:

5.8 Physicians are designated for treatment and care of injured employees upon recommendation of the supervisor and approval of the System Personnel Director [CHANCELLOR AND THE BOARD OF REGENTS] and are called for treatment when possible, though other competent physicians may be authorized for treatment at the request of the employee. Emergency treatment, however, may be provided by any available physician and at any hospital, including institutional health centers or hospitals. The insured employee and the physician in charge choose the hospital to be used, except as indicated for emergency treatment. The designated physician authorized to treat injured employees files a Surgeon's Report with the Supervisor when treatment is first given. Fees for services rendered should be reasonable and fair and commensurate with services performed. They are, by law, subject to control of the Industrial Accident Board.

ff. amend Subsections 5.11 and 5.12 of Section 5 of Chapter VI to read as follows:

5.11 A covered employee disabled from work due to an on-the-job injury may remain on the payroll until his earned vacation and sick leave are exhausted or may request use of any reasonable portion thereof, during which time full medical benefits will remain available. Should an employee continue to remain disabled from work after earned vacation and sick leave are exhausted, provided such accrued leave totals seven days or more, there will be no waiting period before weekly compensation benefits accrue. Employees who have no sick leave or vacation accrued will be subject to a 7-day waiting period, for which they will be compensated in the event disability lasts 28 days or more. Vacation and sick leave used due to an on-the-job injury, are not charged against holidays, weekends, or other authorized days off.

[5.(11) COMPENSATION PAID IS IN LIEU OF SALARY AND WAGES, AND THE EMPLOYEE'S NAME IS THEREFORE DROPPED FROM THE PAYROLL WHEN HE IS UNABLE TO WORK AFTER INJURY, AND IS NOT RETURNED TO THE PAYROLL UNTIL HE IS BACK ON THE JOB AFTER CERTIFICATION BY THE ATTENDING PHYSICIAN.]

5.12 The weekly compensation benefit for a covered employee injured in the course of his work is equal to 60 per cent of the average weekly earnings for the 12 months immediately preceding injury, though not more than \$49 [\$35] nor less than \$12 [\$9] per week. Compensation to an employee on less than a full work day basis is not more than 60 per cent of his average weekly earning, with the same maximum of \$49 [\$35]. [COMPENSATION IS NOT PAID FOR INCAPACITY OF LESS THAN ONE CALENDAR WEEK UNLESS INCAPACITY CONTINUES FOR 28 DAYS AT WHICH TIME THE COMPENSATION IS PAID FOR THE FIRST SEVEN DAYS.] Benefits may be paid for no longer than 401 weeks from date of removal from payroll [INJURY] for total incapacity and no longer than 300 weeks for partial incapacity for work. For specific injuries, the Supervisor has information available on request concerning benefits for specific injuries such as the loss of a hand or an eye. In case of death, benefits are computed on the basis of 360 weeks from injury.

gg. amend Subsection 8.1 of Section 8 of Chapter VI to read as follows:

8.1 The University of Texas System carries a master group long term disability income insurance policy, covering all institutions, with the Aetna Life Insurance Company. Premiums are payable monthly in advance, by payroll deduction, and the rate applies to the monthly rate of basic earnings of each covered employee regardless of age. The program is optional but is available only to faculty members with the rank of Instructor or higher, or [FULL-TIME] monthly salaried employees appointed at least one-half time. New employees are notified of their eligibility by the personnel office at the time of employment. The plan became effective initially on October 1, 1965.

hh. amend Chapter VI by adding a new Section 9 to read as follows:

Sec. 9. Group Accident Insurance.

9.1 Group Accident Insurance was made available to faculty and staff members of The University of Texas System by a rider to the Long Term Disability Insurance Master Policy with the Aetna Life Insurance Company. The Group Accident Plan became effective February 1, 1968, and is available to all faculty and staff members under age 70 appointed to one-half time or more. Eligible employees can join the plan either during the first 60 days of their employment or during an annual enrollment period in December of each year for coverage effective February 1.



9.2 Coverage under the Group Accident Plan is provided to insure against accidental death (in such areas as travel by automobile and travel on an aircraft being used solely for the transportation of passengers, and the coverage is extended to travel outside of the United States). The death benefit is also provided if an individual becomes totally disabled while insured before age 60 as a result of an accident of the type covered by the plan. Scheduled dismemberment benefits are also provided for specified losses.

9.3 The amount of coverage that may be selected ranges in multiples of \$10,000 from the minimum of \$20,000 to the maximum of \$200,000; however, no eligible employee may select an amount of coverage that exceeds 10 times his annual salary (for academic personnel the 12-month equivalent of their 9-month contract salary is used in computing the maximum amount of coverage allowable). Employees who elect coverage for themselves may also take coverage for their spouses in an amount between \$10,000 up to a maximum of 50 per cent of the amount actually taken for themselves. Unmarried children under age 19 are automatically covered for \$1,000 from the spouse's coverage, unless waived by the employee. Also, unmarried children 19 years of age and over who are regularly attending school and depend solely upon the employee for support are eligible as dependents until their 23rd birthday.

ii. Delete Section 2 of Chapter VII and renumber the remaining sections of Chapter VII accordingly.\*

[SEC. 2. USE OF PHYSICAL FACILITIES BY OUTSIDE GROUPS: THE UNIVERSITY OF TEXAS SYSTEM AS A JOINT SPONSOR (SEE ALSO, SECTION 6 CHAPTER VI, PART ONE OF THESE RULES AND REGULATIONS).--USE OF PHYSICAL FACILITIES OF THE UNIVERSITY OF TEXAS SYSTEM, ESPECIALLY AUDITORIUMS, GYMNASIUMS, AND LARGE ROOMS, BY OUTSIDE GROUPS SHALL BE SUBJECT TO THE FOLLOWING RULES IN WHICH THE "UNIVERSITY" SHALL MEAN ANY COMPONENT INSTITUTION.

2.1 THE UNIVERSITY WILL NOT PERMIT THE UNRESTRICTED USE BY NON-UNIVERSITY GROUPS OF ANY OF ITS FACILITIES.

2.2 THE UNIVERSITY WILL NOT ENTER INTO JOINT SPONSORSHIP OF ANY PROJECT OR PROGRAM THAT IS TO RESULT IN PRIVATE GAIN FOR THE COOPERATING GROUP OR GROUPS.

2.3 THE UNIVERSITY, ESTABLISHED AS A PUBLIC INSTITUTION WITHOUT REGARD TO POLITICAL AFFILIATION OR RELIGIOUS FAITH, CANNOT BE A JOINT SPONSOR WITH ANY NONCAMPUS ORGANIZATION FOR POLITICAL OR SECTARIAN GATHERINGS. HOWEVER, THE APPEARANCE BY OR ON BEHALF OF A CANDIDATE FOR PUBLIC OFFICE MAY BE AUTHORIZED UNDER CONDITIONS PRESCRIBED BY THE BOARD OF REGENTS.

\*Section 2 has been allocated without substantive change to Section 6 of Chapter VI of Part One.

- 2.4 WHENEVER NON-UNIVERSITY GROUPS SHARE IN THE USE OF UNIVERSITY BUILDINGS, IT MUST BE UPON THE INVITATION OF THE UNIVERSITY AND UNDER ITS JOINT SPONSORSHIP, AND WITH THE FURTHER UNDERSTANDING THAT ALL THE CONDITIONS GOVERNING SUCH SPONSORSHIP ARE TO BE SET BY THE UNIVERSITY.
- 2.5 THE UNIVERSITY WHEN ENTERING INTO JOINT SPONSORSHIP OF ANY PROGRAM OR ACTIVITY ASSUMES FULL RESPONSIBILITY FOR ALL DETAILS AND RESERVES THE RIGHT TO APPROVE ALL COPY FOR ADVERTISING, AS WELL AS NEWS RELEASES.
- 2.6 THE UNIVERSITY WILL NOT ENTER INTO JOINT SPONSORSHIP OF ANY PROGRAM OR ACTIVITY IN WHICH THE EDUCATIONAL IMPLICATIONS ARE NOT SELF-EVIDENT AND WHICH DOES NOT DIRECTLY SUPPLEMENT THE EDUCATIONAL PURPOSES OF THE UNIVERSITY.
- 2.7 IT SHALL BE UNDERSTOOD THAT THE AVAILABILITY OF THE UNIVERSITY'S AUDITORIUM FACILITIES FOR FUNCTIONS OTHER THAN THE INSTITUTION'S OWN ACTIVITIES IS STRICTLY SUBJECT TO THE NEEDS AND THE CONVENIENCE OF THE UNIVERSITY, WHICH ARE ALWAYS TO HAVE PRIORITY IN THE SCHEDULING OF FACILITIES.
- 2.8 THE USE OF UNIVERSITY AUDITORIUMS ON SUNDAYS WILL BE LIMITED TO SUNDAY AFTERNOONS. AUTHORIZATION FOR THEIR USE AT THAT TIME WILL BE GIVEN ONLY FOR CONCERTS OR OTHER PROGRAMS APPROPRIATE TO THE DAY.
- 2.9 IN THE CASE OF PROGRAMS FOR WHICH THE UNIVERSITY IS A JOINT SPONSOR WITH SOME OTHER GROUP OR ORGANIZATION, THE FEE TO BE PAID BY THE CO-SPONSOR WILL BE A MATTER FOR NEGOTIATION IN EACH CASE AND WILL BE SPECIFIED IN THE AGREEMENT PROVIDING FOR THE JOINT SPONSORSHIP.]

jj. amend Section 3.1 of Section 3 of Chapter VII to read as follows:

- 3.1 An actual physical inventory of property of The University of Texas System shall be made each fiscal year in accordance with Chapter 356, Acts of the 52nd Legislature, Regular Session, 1959, as amended (Article 6252-6, Vernon's Texas Civil Statutes [H. B. NO. 753, 52ND LEGISLATURE, AS AMENDED], and in compliance with the "Manual of Instruction - Property Inventory Procedures," issued by the State Comptroller. The Chief Business Officer of each component institution shall issue the necessary implementing instructions.

kk. amend Section 3.3 of Section 3 of Chapter VII to read as follows:

- 3.3 Inventories as of August 31 include all equipment on hand and vouchered for payment, listed at cost plus freight. All nonconsumable property valued at \$50 [\$10] or more per unit is equipment subject to inventory. Items that [WHICH] are worn out or discarded shall be deleted [ARE LISTED AS CHARGED OFF] in accordance with instructions furnished.

ll. amend Subsection 5.2 of Section 5 of Chapter VII to read as follows:

5.2 The terms of the policies covering the risks indicated above are negotiated by the Executive Vice-Chancellor for Fiscal [BUSINESS] Affairs or his delegate in accordance with procedures approved by the Chancellor or the Deputy Chancellor and the Board of Regents.

mm. amend Subsection 5.4 of Section 5 of Chapter VII to read as follows:

5.4 At the time a loss occurs applicable to either System-wide or individual insurance policies, the System Comptroller shall be notified by the appropriate business officer, and shall approve all loss claims and settlements. Any settlement over \$2,000 and under \$10,000 shall be approved by the Chancellor or the Deputy Chancellor as well as by the Comptroller, and shall be reported to the Board of Regents for ratification at the next meeting. Settlements in the amount of \$10,000 or more must have the advance approval of the Board of Regents.

nn. amend Section 7 of Chapter VII to read as follows:

Sec. 7. Safe and Vault Combinations.--The combinations to all vaults and safes used by component institutions shall be [ARE] filed under seal with the institutional business officer or other authorized person designated by the institutional head.

✓ oo. amend Section 4 of Chapter X to read as follows:

Sec. 4. Rentals and related policies and rates for dormitories and housing facilities shall be approved in advance by the institutional head, the Deputy Chancellor, the Chancellor, and the Board of Regents.

pp. amend Section 6 of Chapter X to read as follows:

Sec. 6. The money values of meals, lodging, and other services that [WHICH] employees are authorized to receive in lieu of additional wages or salary, are recommended to the institutional head by the chief business officer and approved by the Deputy Chancellor, the Chancellor, and the Board of Regents.

qq. amend Subsection 8.1 of Section 8 of Chapter X to read as follows:

8.1 At least fifteen copies of the minutes of all meetings of the Board of Directors of Texas Student Publications, Inc., shall be delivered promptly to the Chancellor for distribution to the members of the Board of Regents, to the Secretary to [OF] the Board of Regents, and to such members of the administration as the Deputy Chancellor or the Chancellor may direct. No action of the Board of Directors of Texas Student Publications, Inc., shall have any force or effect until it has been approved by the Board of Regents.

rr. amend Subsection 8.4 of Section 8 of Chapter X to read as follows:

8.4 Within ninety days following the close of each fiscal year of Texas Student Publications, Inc., there shall be furnished to the Chancellor for distribution to the members of the Board of Regents, the Secretary to [OF] the Board of Regents, and to such members of the administration as the Deputy Chancellor or the Chancellor may direct, at least fifteen copies of a complete audit of the fiscal affairs of Texas Student Publications, Inc., during the preceding fiscal year, prepared by a certified public accountant selected by the Board of Directors of Texas Student Publications, Inc.

ss. amend Subsection 9.5 of Section 9 of Chapter X to read as follows:

9.5 At least fifteen copies of the minutes of all meetings of the Board of Directors and the Executive Committee shall be delivered promptly to the President of The University of Texas at Austin for distribution to the Chancellor and the Deputy Chancellor, to the members of the Board of Regents, to the Secretary to the Board of Regents, and to such other members of the administration as the President of The University of Texas at Austin may direct. No budget or budget amendment adopted by the Board of Directors of the Texas Union, or of any committee or subcommittee of such Board, shall have any force or effect until such budget or budget amendment has been approved by the Board of Regents.

tt. amend Subsection 9.7 of Section 9 of Chapter X to read as follows:

9.7 Within ninety days following the close of each fiscal year of the Texas Union, there shall be furnished to the President of The University of Texas at Austin for distribution to the Deputy Chancellor and the Chancellor, to the members of the Board of Regents, to the Secretary to the Board of Regents, and to such other members of the administration as the President of The University of Texas at Austin may direct, at least 15 copies of a complete audit of the fiscal affairs of the Texas Union during the preceding fiscal year.

uu. amend Subsection 9.9 of Section 9 of Chapter X to read as follows:

9.9 The Union Director shall serve as chief executive official in the Union Building. The Board of Directors of the Texas Union shall recommend annually on June 1 through the President of The University of Texas at Austin to the Deputy Chancellor and the Board of Regents the appointment of the Union Director. His term of service shall extend from September 1 through the following August 31. The Union Director shall have responsibility for the day-to-day operation of the Union Building and its program of activities.

He shall be charged with coordinating the various functions of the Building and the interests of the various groups served by the Building. The Union Director shall recommend for appointment, and with the approval of the Board of Directors of the Texas Union, shall employ all subordinate employees. He shall supervise and direct their work. The Union Director shall be a member of all committees without vote. On May 1 annually he shall make a complete report to the Board of Directors of the Texas Union covering the activities in the Union Building. The report shall be transmitted through the President of The University of Texas at Austin to the Deputy Chancellor and the Chancellor, to the Board of Regents, to the Secretary to the Board of Regents, and to such other members of the administration as the President of The University of Texas at Austin may direct. The Union Director shall perform such additional services as may be required by the Board of Directors and approved by the Board of Regents.

vv. amend Subsection 9.10 of Section 9 of Chapter X to read as follows:

9.10 While various parts and facilities of the Union Building are reserved primarily for the general use of students and faculty, provision is made for extending the use of portions of the Building to special groups for their exclusive use when this can be done in such manner as not to interfere with the regular program of the Union, and in such cases a rental price may be charged. However, when persons, groups, or organizations officially designated by the President of The University of Texas at Austin, by the Chancellor, by the Deputy Chancellor, or by the Board of Regents as guests of the University desire to use the facilities of the Union, such privilege shall be granted and shall be granted without cost to the guest group. It is understood, of course, that all requests for the use of the facilities of the Union shall be subject to the principle that prior reservations will be respected, and for that reason requests for the use of the Building or any part of it should be made as early as possible.

ww. amend Subsection 10.1 of Section 10 of Chapter X to read as follows:

10.1 At least fifteen copies of the minutes of all meetings of the Athletics Council at The University of Texas at Austin shall be delivered promptly to the President of The University of Texas at Austin for distribution to the Chancellor, the Deputy Chancellor, [TO] the members of the Board of Regents, and to such other members of the administration as the President of The University of Texas at Austin may direct.

xx. amend Section 1 of Chapter XI to read as follows:

Sec. 1. Research and Training contracts, grants, or agreements with outside agencies shall be approved by the institutional head, and ratified via the institutional dockets by the Board of Regents. (The Chancellor or the Deputy Chancellor may modify this requirement at his discretion for certain contracts and grants by issuing appropriate instructions for so doing.) Funds shall not be encumbered or expended under any such contract or grant prior to approval thereof.

yy. amend Section 3 of Chapter XI to read as follows:

Sec. 3. Copies of research and training contracts, grants, and agreements specified in Section 1 of this chapter shall be filed with the Office of the Secretary to the Board of Regents, together with a copy of the proposal or application, if any, that resulted in the contract, grant, or agreement.

[SEC. 3. UNDER STATE LAW, A COPY OF ALL CONTRACTS BETWEEN A COMPONENT INSTITUTION OF THE UNIVERSITY OF TEXAS SYSTEM AND THE FEDERAL GOVERNMENT SHALL BE FILED WITH THE SECRETARY OF STATE, EXCEPT THOSE CONTRACTS CLASSIFIED IN THE INTEREST OF NATIONAL SECURITY, IN WHICH CASE ONLY A STATEMENT OF THE RESEARCH PROJECT SHALL BE FILED. THESE COPIES AND STATEMENTS SHALL BE FILED WITH THE SECRETARY OF STATE THROUGH THE OFFICE OF THE SECRETARY TO THE BOARD OF REGENTS IN THE MANNER PRESCRIBED BY THAT OFFICE.]

zz. amend Section 5 of Chapter XI to read as follows:

Sec. 5. Proposals as to overhead rates on cost-reimbursement contracts and other government contracts and grants shall be worked out in preliminary form by the chief business officer concerned and shall be reviewed and approved by the System Comptroller before being submitted. Subject to approval of the Executive Vice-Chancellor for Fiscal [BUSINESS] Affairs, the System Comptroller shall negotiate all such overhead rates for the component institutions of The University of Texas System.

aaa. amend Subsection 3.3 of Section 3 of Chapter V to read as follows:

3.3 Advocating Overthrow of the Government.--"None of the funds appropriated to the agencies and institutions of higher education enumerated in this Act [BY THE 1968-69 APPROPRIATIONS BILL] shall be expended in payment of salary or other compensation of any faculty member or employee who advocates the overthrow of the Government of the United States of America, or of any State, by force, violence or any other unlawful means."

8. Regents' Rules and Regulations, Part One: Amendment to Chapter I, Section 8.6I (Material Supporting the Agenda). -- It is recommended by Chairman Erwin that the ten-day material supporting the agenda for each Regents' meeting be eliminated and that all supporting material be mailed to the members of the Board so they will receive it at least five days prior to the meeting. It is further recommended that the necessary rules be waived and that the Regents' Rules and Regulations, Part One, Chapter I, Section 8.6I be amended as follows, to be effective immediately:

8.61 Nothing herein shall be construed to prevent members of the Board of Regents from informing themselves as to their duties and obligations in such manner as they may deem proper. However, the regular channel of communication from members of the Board of Regents to the faculty, staff, and administration is through the Chancellor, the Deputy Chancellor, and the chief administrative officer of the institution involved, and a copy of any communication sent by a Regent directly to any member of the faculty, staff, or administration should be furnished to the Chancellor, the Deputy Chancellor, and the chief administrative officer of the institution involved. All staff and faculty proposals that are to be acted upon by the Regents shall be presented to the Deputy Chancellor and the Chancellor in sufficient time to permit them to consider such proposals, make recommendations thereon, and transmit them to the Secretary to the Board no later than seventeen days prior to the next meeting of the Board, in order that the calendar, agenda, and supporting material may be prepared in time to mail to the members of the Board (TEN DAYS IN ADVANCE OF THE MEETING. UNTIL FOURTEEN DAYS PRIOR TO THE REGENTS' MEETING, THE SECRETARY SHALL RECEIVE FROM THE DEPUTY CHANCELLOR AND THE CHANCELLOR ITEMS THAT ARISE TOO LATE FOR THE TEN-DAY SUBMISSION TO THE REGENTS AND SHALL MAIL THESE SUPPLEMENTARY AGENDA ITEMS TO THE MEMBERS OF THE BOARD) so they will receive it (BE RECEIVED) at least five days prior to the meeting. Except where emergency proposals are involved, all such proposals not submitted to the Secretary within the time prescribed shall not be considered by the Board but shall automatically be deferred until the next meeting of the Board.

9. Board of Regents, System Administration, and U. T. Austin: Resolution of Commendation with Respect to Expansion of Memorial Stadium, -- Deputy Chancellor LeMaistre wishes to report that the following resolution passed by the Officers and Board of Directors of the Longhorn Club on November 11, 1969, has been received. The resolution is signed by those Directors and Officers present but a list of all Directors and Officers voting for the resolution, whether by telephone, telegraph or in person, are listed immediately after the resolution on Pages 35-37.

## RESOLUTION

WHEREAS, plans have been announced and a contract has been awarded to increase the seating capacity of Memorial Stadium at The University of Texas at Austin from approximately 65,000 seats to approximately 81,000 seats; and,

WHEREAS, there has been no expansion in the capacity of the stadium during the past twenty-two years, while the student body has grown in size from 17,000 to almost 37,000; and,

WHEREAS, during the opening game of the 1968 season between The University of Texas at Austin and the University of Houston, more than 40,000 of the 65,000 seats in Memorial Stadium were occupied by students of the two universities, and the remaining 25,000 seats were totally inadequate to accommodate members of the ex-students of the two schools and the members of the public that wished to attend; and,

WHEREAS, during recent years there has been a severe escalation in the cost of operating the intercollegiate athletic program at The University of Texas at Austin, and there has also been a severe reduction in the gross income realized from intercollegiate athletic ticket sales because of the greatly increasing number of student tickets that must be provided and the correspondingly decreasing number of regular-priced tickets that are available for sale; and,

WHEREAS, there will be provided in the stadium expansion at Austin approximately 200,000 square feet of academic space that will be occupied by faculty and staff offices and physical training facilities of all kinds that are badly needed for the physical health and training of the greatly increased number of men students enrolled at The University of Texas at Austin:

NOW, THEREFORE, BE IT RESOLVED by the State Board of Directors of the Longhorn Club, assembled in its annual meeting at Austin, Texas, on November 15, 1969,


1. That the State Board of Directors of the Longhorn Club does commend and applaud the Board of Regents and the Administration of The University of Texas System and the Administration and Faculty of The University of Texas at Austin for making possible the above

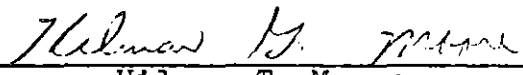


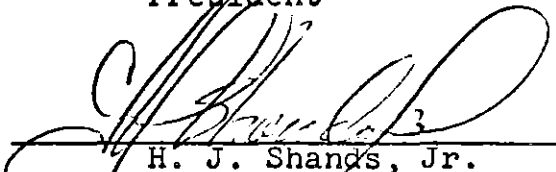
described expansion of Memorial Stadium;

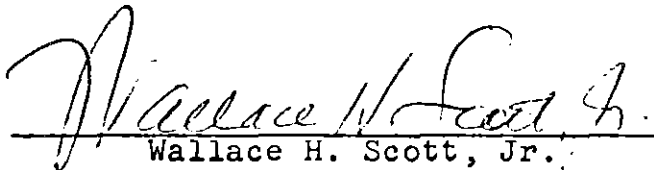
2. That the State Board of Directors of the Longhorn Club does commend and applaud the Board of Regents and Administration of The University of Texas System and the Administration and Faculty of The University of Texas at Austin for providing the above described additional 200,000 square feet of physical training facilities in the stadium expansion; and

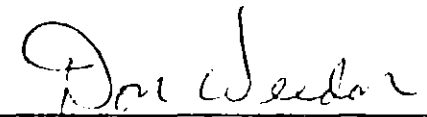
3. That the State Board of Directors of the Longhorn Club does applaud and commend the Board of Regents and Administration of The University of Texas System and the Administration and Faculty of The University of Texas at Austin for the exemplary way in which they have and are managing the affairs of The University of Texas at Austin so that it has become and is now one of the great universities in this nation.

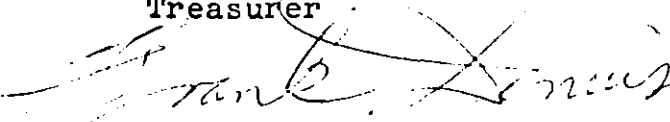
  
\_\_\_\_\_  
William I. Cohen  
Chairman, Board of Directors

  
\_\_\_\_\_  
Hilmar G. Moore  
President

  
\_\_\_\_\_  
H. J. Shands, Jr.  
Vice President

  
\_\_\_\_\_  
Wallace H. Scott, Jr.  
Executive Secretary

  
\_\_\_\_\_  
Don Weedon  
Treasurer



Mance E. Cook Sr

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Charles Turk  
Ann

Raymond

...

Buddy Jungnickel

Dr. Chas. S. Alexander  
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Houston, Texas 77002

Mr. William I. Cohen  
234 Rosebud  
Corpus Christi, Texas 78404

Mr. James A. Cullum  
P. O. Box 1511  
Wichita Falls, Texas

Mr. Dick Harris  
P. O. Drawer 540  
Wichita Falls, Texas 76307

Mr. Arthur Kliefoth, Jr.  
3418 Prince George  
San Antonio, Texas 7830

Mr. Malcolm J. Kutner  
1701 Houston Club Building  
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Mr. Orion Newman  
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Mr. Luther T. Scarborough Jr.  
601 University  
Fort Worth, Texas 76107

Mr. Weldon H. Smith  
6122 Holly Springs  
Houston, Texas 77027

Mr. Thomas C. Stolhandske  
2531 Old Orchard Lane  
San Antonio, Texas 78230

Mr. Charles W. Tankersley  
P. O. Box 566  
Terrell, Texas 75160

Mr. John P. Thompson  
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Dallas, Texas 75204

Mr. Raymond West  
P. O. Box 1744  
Jacksonville, Texas 75766

Mr. John H. Baker  
P. O. Box 9035  
Austin, Texas 78757

Mr. Olan Brewer  
325 Perry-Brooks Bldg.  
Austin, Texas 78701

Mr. Jimmy Connolly  
P. O. Box 1437  
Austin, Texas 78767

Mr. Franklin W. Denius  
P. O. Box 1148  
Austin, Texas 78767

Mr. Robert C. Gray  
P. O. Box 9442  
Austin, Texas 78756

Mr. Tom Miller, Jr.  
2806 Stratford  
Austin, Texas 78705

Mr. E. G. Morrison  
301 Austin National Bank Bldg.  
Austin, Texas 78701

Mr. Don Weedon  
3400 Guadalupe  
Austin, Texas 78705

Mr. Rooster Andrews  
Box 1604  
Austin, Texas 78767

Mr. O. H. Cummins  
2706 S. Lamar  
Austin, Texas 78704

Mr. Noble W. Doss  
420 Perry Brooks Bldg.  
Austin, Texas 78701

Mr. Jack S. Gray  
P. O. Box 4147  
Austin, Texas 78751

Mr. Harold N. Jungmichel  
c/o Superior Dairies  
600 East 1st  
Austin, Texas 78731

Mr. Clint Small, Jr.  
Perry Brooks Bldg.  
Austin, Texas 78701

Mr. Mac Umstattd  
P. O. Box 220  
Austin, Texas 78767

Mr. John M. Moore, Jr.  
P. O. Box 337  
Richmond, Texas 77469

Mr. Preston Moore, Jr.  
500 Fannin Street  
Houston, Texas 77002

Mr. Kenneth Ward O'Meara  
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Houston, Texas 77027

Mr. Adrian I. Patton, Jr.  
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Houston, Texas 77027

Mr. Louis M. Pearce, Jr.  
P. O. Box 35068  
Houston, Texas 77035

Mr. Jack Perry  
P. O. Box 60396  
Houston, Texas 77060

Mr. William G. Poole  
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Fort Worth, Texas 76103

Mr. John E. Prothro  
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Tyler, Texas 75701

Mr. Corbin J. Robertson  
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Houston, Texas 77002

Mr. John B. Stephens, Jr.  
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Mr. Jack C. Vaughn  
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Dallas, Texas 75201

Mr. Joe Ward, Jr.  
P. O. Box 1310  
Waco, Texas 76703

Mr. William G. Webb  
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Dallas, Texas 75201

Mr. A. J. Wessely  
2002 Republic Bank Bldg.  
Dallas, Texas 75201

Mr. George Williamson, Jr.  
P. O. Box 1351

Mr. Bedford Wynne  
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Dallas, Texas 75201

Mr. Charles S. Coates  
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Houston, Texas 77006

Mr. Vannie E. Cook, Jr.  
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McAllen, Texas 78501

Mr. L. R. French, Jr.  
1204 American Bank of Commerce Bldg.  
Odessa, Texas 79760

Mr. Carl Fuhrmann  
1401 Majestic Bldg.  
San Antonio, Texas 78205

Mr. E. P. Gemmer, Jr.  
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Houston, Texas 77027

Mr. Richard Gemmer  
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Houston, Texas 77027

Mr. Charles Haas  
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Corpus Christi, Texas 78403

Mr. Joel M. Levy  
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Houston, Texas 77035

Mr. J. T. Looney  
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Houston, Texas 77027

Mr. Wales Madden, Jr.  
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Amarillo, Texas 79101

Mr. Louis B. Marks  
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Houston, Texas 77001

Mr. Hilmar G. Moore  
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Richmond, Texas 77469

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O'Meara-Chandler Corp.  
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Houston, Texas 77027

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Midland, Texas 79701.

Mr. Harris H. Bass  
5914 El Campo  
Fort Worth, Texas 76107

Mr. Richard W. Bialock  
P. O. Box 996  
Marshall, Texas 75670

Mr. Lew Borden  
P. O. Box 1066  
Corpus Christi, Texas 78403

Mr. J. K. Butler  
P. O. Box 14291  
Houston, Texas 77021

**10. Rules and Regulations Regarding the Use and Operation of the University Aircraft. --**

It is recommended by Deputy Chancellor LeMaistre and Executive Vice-Chancellor Walker that the "Rules and Regulations Regarding the Use and Operation of the University Aircraft" set out on Pages 38 and 39 be adopted by the Board of Regents.

UT SYSTEM: RULES AND REGULATIONS  
REGARDING THE USE AND OPERATION  
OF THE UNIVERSITY AIRCRAFT. --

I. Use of the University Aircraft

- A. Controlled by a priority system, the University aircraft will be used for official business only with utilization determined in the following order:
1. Members of the Board of Regents
  2. Members of System Administration, including institutional heads
  3. Other University System affiliates
  4. Other authorized State officials
- B. The Executive Vice-Chancellor for Fiscal Affairs or his delegate is responsible for the scheduling of the aircraft. Reservations may be made through this office. In order that trips may be properly coordinated and maximum utilization made of the aircraft, the following information must be provided at the time a reservation is requested:
1. Destination
  2. Desired arrival time at the destination airport
  3. Stops, if any, to be made en route
  4. Name, title, and department of passengers
  5. Expected return departure time
  6. Institution, department, and account number to be billed for the trip
  7. Purpose of the trip
- C. Charges for use of the aircraft are as follows:
1. \$70.00 per flying hour
  2. Per diem for two pilots
  3. If the trip requires the aircraft to be away from Austin overnight, there will be a charge of \$20.00 per night.

II. Operation of the Aircraft

- A. University aircraft will be operated in accordance with the provisions of the Federal Aviation Agency approved flight manual and the University Flight Operations Manual which is in consonance with the Federal Aviation Act (as amended) and Civil Air Regulations.
- B. Under Federal Regulations the pilot of any aircraft is responsible for and is the final authority as to the operation of that aircraft. All decisions concerning the flight itself will rest solely with the pilot.

III. Reports

A. After each flight the pilot will complete a Flight Report showing the following:

1. Flight number and duration
2. Date
3. Aircraft number
4. Purpose of trip
5. Destination
6. Name of pilot and copilot
7. Passenger information
  - (a) Name
  - (b) Title
  - (c) Department
  - (d) Institution

B. Periodically the Flight Reports will be summarized and a report will be made to the Board of Regents.

UNIVERSITY OF TEXAS SYSTEM  
FLIGHT REPORT

FLIGHT NO \_\_\_\_\_

TACH DN \_\_\_\_\_

TACH UP \_\_\_\_\_

TOTAL \_\_\_\_\_

DATE \_\_\_\_\_ AIRCRAFT NO \_\_\_\_\_ PURPOSE \_\_\_\_\_

FROM \_\_\_\_\_ TO \_\_\_\_\_

CREW: PILOT \_\_\_\_\_ COPILOT \_\_\_\_\_

PASSENGERS:	Last Name	First Name	MI	Title	Department	Institution
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

PURPOSE KEY: A-Travel by Members of Board of Regents  
 B-Other University Business  
 C-Authorized Official State Business  
 D-Aircraft Maintenance and Proficiency

\_\_\_\_\_  
Pilot's Signature

*Referred*

11. U. T. System: Adoption of the State Flag as Official Flag of All Component Institutions and Designation of the Seal of the University as the Official Seal for All Component Institutions. --

Deputy Chancellor LeMaistre and Executive Vice-Chancellor McKetta recommend the following:

1. That the Texas State Flag be designated as the official flag for use by all component institutions;
2. That the official colors for all component institutions be designated as orange and white;
3. That any component institution using colors other than orange and white be required to change its official colors to orange and white by not later than the opening of the fall semester in 1971;
4. That all institutions in using the State Flag as their official school flag fly a streamer under the flag with the official name of the school in white letters on an orange field.
5. That the official seal of the University of Texas held in the custody of the Secretary to the Board of Regents be designated as the official seal for all component institutions by rescinding approval of the use of all other seals and amending Section 5.25, Chapter I, Part One of the Regents' Rules and Regulations to read as follows:
  - 5.25 Seal.--The custody of the official seal of The University of Texas System shall be with the Secretary. The Secretary shall affix such official seal to, and attest, all documents executed in the name of the Board of Regents and requiring attestation. Each component institution shall maintain an official seal [ESPECIALLY DESIGNED FOR SUCH INSTITUTION] to be used for the purpose of certifying diplomas and official transcripts for students and for such other official purposes as may be approved by the Board, the Chancellor, or by the chief administrative officer of the component institution. The official seal of each component institution shall consist of the official seal of The University of Texas System with the only variation being a notation below the seal providing the official name of the institution as approved by the Board of Regents.
6. That a special committee be appointed to study the feasibility of designating an appropriate mascot indigenous to Texas for each of the general academic institutions. This committee should consult with the institution heads and student leaders before making recommendations.



B. U. T. Austin

12. Authorization for Exchange of Property with the Texas Department of Mental Health and Mental Retardation. -- The 61st Legislature authorized the Board of Regents to acquire 4.303 acres of land at the intersection of Exposition Boulevard and 35th Streets in the City of Austin, Travis County, Texas, and convey the same to the Texas Department of Mental Health and Mental Retardation in exchange for 59.66 acres of land and two parcels known as the Confederate Home in Travis County, Texas, and approximately 316.81 acres of land in Kerr County, Texas. It is recommended by Deputy Chancellor LeMaistre and Executive Vice-Chancellor Walker that the exchange of land as authorized by the Acts of the 61st Legislature be made and that the following resolution be adopted:

RESOLUTION

WHEREAS, The Legislature of the State of Texas enacted Chapter 202, Acts 61st Legislature, Regular Session, 1969, page 595, and thereby authorized the Board of Regents of The University of Texas System to acquire certain properties and to convey those properties to the Texas Department of Mental Health and Mental Retardation, and to acquire from the Texas Department of Mental Health and Mental Retardation certain other properties; and

WHEREAS, The Board of Regents of The University of Texas System desires to carry out the duties thus authorized by the Texas Legislature:

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

1. That the Chairman of the Board be authorized to execute a deed of conveyance to the Texas Department of Mental Health and Mental Retardation of that certain 4.303 acres of land out of the Daniel J. Gilbert Survey in Travis County, Texas, more specifically described by metes and bounds as follows:

BEGINNING at the most Northerly corner of Lot 1 of the Mar-Glenn Subdivision in the City of Austin, Texas, according to the plat recorded in Book 4 at page 174, Travis County Plat Records;

THENCE with the South line of West 35th Street as follows: S. 54° 40' E. 292.13 feet for angle; S. 72° 07' E. 496.5 feet for corner;

THENCE with the North line of the Austin State School property, S. 73° 00' W. 811.9 feet to the East line of Exposition Boulevard for corner;

THENCE with the East line of Exposition Boulevard N. 6° 43' E. 562.54 feet to the place of beginning, containing approximately 4.303 acres.

2. That the Board of Regents be authorized to accept from the Texas Department of Mental Health and Mental Retardation those certain lands described as: approximately 59.66 acres of land out of the James P. Wallace Survey and the Thomas Gray Survey in Travis County, Texas; two parcels of land in Austin, Travis County, Texas, collectively known as the Confederate Home; a parcel of land consisting of approximately 316.81 acres in Kerr County, Texas; more specifically described in Chapter 202, Acts 61st Legislature, 1969.

13. U. T. Austin: Proposed Vending Machine Contract with the Ex-Students' Association. -- At the meeting of the Board on October 31, 1969, the University staff was directed either to operate the vending machines, including washing machines, dryers, etc., at The University of Texas at Austin campus or negotiate a new contract with the Ex-Students' Association on a trial basis for a one-year period. Recent negotiations between the parties resulted in a new proposal for the consideration of the Board, the same being incorporated as a part of this recommendation. This agreement is patterned after the arrangement relating to vending machine operations conducted in Memorial Stadium, Clark Field, Penick Courts, and all other areas under the jurisdiction of The University of Texas Athletics Council whereby all profits accruing after the payment of expenses shall be paid to The University of Texas at Austin.

Deputy Chancellor LeMaistre, Executive Vice-Chancellors Walker and McKetta, President Hackerman, and Vice-President Colvin recommend the approval of the proposed contract (set out below) and request that the Chairman of the Board be authorized to execute the same after it has been approved as to form and content.

(04-42-47)

AGREEMENT

THE STATE OF TEXAS }  
                          }  
COUNTY OF TRAVIS }  

This MEMORANDUM AGREEMENT by and between THE UNIVERSITY OF TEXAS AT AUSTIN, called "University," and the EX-STUDENTS' ASSOCIATION OF THE UNIVERSITY OF TEXAS, called "Association," WITNESSETH:

WHEREAS, it has been proven by the experience of other universities that vending machine operations, including coin-operated laundering machines, that are conducted by one operation only is by far the most efficient and of greater service to the students and personnel of the University; and

WHEREAS, Association represents that it has the knowledge, ability, and personnel to properly conduct vending machine operations on the Main Campus of The University of Texas at Austin, together with all extensions thereof in Travis County, Texas, including the New Married Students' Housing Project on Lake Austin Boulevard, and University, in reliance upon such assurance and Association's record of service and helpfulness to the University, is willing to contract in such capacity on the terms and agreements hereinbelow expressed:

NOW, THEREFORE, for and in consideration of the mutual benefits and the covenants herein, the parties agree:

1. Association agrees to undertake faithfully to perform and conduct the operations of vending machines on the Main Campus of The University of Texas at Austin, together with all extensions thereof in Travis County, Texas, including the New Married Students' Housing Project on Lake Austin Boulevard, and will perform all duties incident to such program, either itself or through its assignees or vendors in keeping with the policies and rules of The University of Texas System and the provisions of this contract.

2. University hereby grants the sole and exclusive right to Association to manage the operation of all vending machines, including laundering machines as that term is defined herein, which are installed on the Main Campus of The University of Texas at Austin, together with all extensions thereof in Travis County, Texas, including the New Married Students' Housing Project on Lake Austin Boulevard, but it is understood and agreed that this right shall not extend to nor include any vending machines or laundering machines located in Memorial

Stadium, Gregory Gymnasium, or Clark Field, but the same are hereby excluded and shall not be subject to the provisions of this agreement.

3. Association agrees to install on the Main Campus of The University of Texas at Austin, together with all extensions thereof in Travis County, Texas, including the New Married Students' Housing Project on Lake Austin Boulevard, at such locations and places as may be designated and specified by University, appropriate vending machines for the sale of soft drinks, coffee, hot chocolate, milk, packaged items of candies, cigarettes, cookies, crackers, pastries, ice cream, soups, sandwiches, and such other items as specified by the University, including laundering machines for the laundry of clothing. "Laundering machines," as that term is used herein, shall include the following:

- (a) Automatic coin-operated washing machines;
- (b) Automatic coin-operated drying machines;
- (c) Coin-operated soap vending machines.

All machines must be adequate in size and must be new or a relatively recent model so as to compare favorably in quality, appearance and performance with the best machines available. University reserves the right to specify the type of machine, place of installation, and the items to be vended at each location as well as the right to determine the price of the article vended or the price charged for the use of the machines. All machines shall be installed and operated in conformity with all federal, state, and local building, health, and other applicable laws. All soft drinks and food products vended shall conform in all respects to local, state, and national laws relating to the adulteration of food and drink and, in all respects, shall be suitable for human consumption.

4. As a part of the consideration of this agreement, Association agrees to pay University all profits accruing from the operation after the payment of all expenses (cost of operation), such sums to be paid by Association to University as follows: Seventy-five percent (75%) of the gross receipts from the operation shall be paid monthly with the balance of the profits to be paid at the final accounting by the Association to the University not later than forty-five (45) days after each fiscal year ending August 31.

5. Association agrees to pay all costs of installation of all vending machines and University agrees to furnish Association with electrical energy, gas, water, electrical outlets, gas outlets, and water outlets, free of cost. Association or its assignee shall have the right to enter upon the premises of the University at all reasonable times for the purpose of servicing, repairing and inspecting machines and for the removal of such machines upon the termination of this agreement. All machines shall be serviced as often as is necessary to keep the machines properly supplied and in good working order. All machines shall be kept in a neat and sanitary condition at all times. All machines shall be maintained in a good state of repair at all times. Association shall cooperate with University in handling sanitation or repair problems. In the event maintenance and/or repair by Association or its assignee becomes unsatisfactory, University shall notify Association of this fact. If after thirty (30) days Association fails to improve maintenance and/or repair service to the satisfaction of University, this contract shall be terminable at the option of University.

6. As a part of the consideration of this agreement, Association agrees to maintain or to have maintained for the benefit of University adequate insurance at all times as follows: property damage - \$100,000; personal injury - \$100,000 damage to any one person and \$200,000 damage resulting from any one accident; and product liability - \$100,000, or in such additional amounts as may be required by University.

Association agrees to save University harmless and free from any loss, cost, damage or expense arising out of any occurrence related to this venture and will indemnify University against any damage or claim arising from the negligence of its employees, assignees, vendors, their agents or employees, or from any damage or claims suffered by breach of any express or implied warranty.

7. University shall have the right to audit the records of the Association at all reasonable times. In this connection within forty-five (45) days after each fiscal year ending August 31, the Association shall submit to the University a statement of the gross revenue by machine and location derived by the Association during the preceding year, together with a detailed statement of all reasonable, necessary and direct expenses incurred by Association under the terms of this contract.

8. Association further agrees that it will upon the termination of this agreement and within a reasonable time thereafter remove all machines placed on the premises and will restore the property to as nearly its original condition as possible.

9. This agreement shall become effective September 1, 1969. After September 1, 1970, this agreement shall remain in effect from year to year from September 1 through August 31 of the following year, unless modified in writing by the mutual agreement of the parties hereto or terminated by either party upon giving ninety (90) days written notice to the other party.

10. All the rights and privileges hereby granted to Association shall be transferred or assigned only after obtaining the written consent of University to such transfer or assignment, and any attempt to transfer or assign the same without having first obtained such written consent shall be sufficient cause to cancel this contract. Permission, however, is granted to Association to assign this contract and all rights incident thereto to Campus Services, Inc., a subsidiary of Association existing under the laws of the State of Texas with its principal place of business in Austin, Travis County, Texas. Association shall at all times remain responsible for the full performance of all obligations under this contract.

11. This contract contemplates that Association will contract with vendors or concessionaires to furnish and service vending machines, including laundering machines, on the Campus, and any such agreements shall be approved by the University prior to execution.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1969.

ATTEST:

THE UNIVERSITY OF TEXAS AT AUSTIN

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

ATTEST:

THE EX-STUDENTS' ASSOCIATION OF  
THE UNIVERSITY OF TEXAS

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

Approved as to Form:

Approved as to Content:

\_\_\_\_\_

\_\_\_\_\_

C. Houston Medical School

14. Status Report by Deputy Chancellor LeMaistre. --

Deputy Chancellor LeMaistre requests permission to report on the status of the Houston Medical School library situation.

D. ITEMS FOR THE RECORD. --The following items have been considered and approved as indicated and are herewith reported for the record and for ratification:

15. U. T. Austin: Establishment of The Fulbright, Crooker, Freeman, Bates & Jaworski Professorship in Law. -- Under authority granted by the Board of Regents at its meeting on October 31, 1969, (Page 91 of the minutes), to Chancellor Ransom to accept ad interim with approval by the Chairman Endowed Professorships in Law, it is reported that The Fulbright, Crooker, Freeman, Bates & Jaworski Professorship for the School of Law at The University of Texas at Austin has been accepted and is herewith established. This position is to be funded by grants to the School of Law Foundation. The occupant of the professorship shall be named annually by the Board of Regents of The University of Texas System after receiving recommendation from the appropriate University officials.
16. U. T. Dallas: Report on Applications for Institutional Membership in The Association for Graduate Education and Research of North Texas (TAGER) and Gulf Universities Research Corporation (GURC). -- In connection with the transfer of the Southwest Center for Advanced Studies (SCAS) to The University of Texas System for the purpose of establishing The University of Texas at Dallas, the Board of Regents authorized the filing of applications for membership in TAGER and GURC, non-profit educational coprorations in which SCAS had previously held membership. The Board of Trustees of TAGER, at its meeting on September 19, 1969, unanimously approved admission of The University of Texas at Dallas to membership in TAGER. The members of GURC, at the annual membership meeting held on October 29, 1969, unanimously approved admission of The University of Texas at Dallas to membership in GURC.



17. U. T. Dallas: Membership of Advisory Committee. --  
Pursuant to authorization at the Regents' meeting on October 31, 1969, Deputy Chancellor LeMaistre reports that the following individuals have been appointed to, and have accepted membership in, the Citizens' Advisory Committee for The University of Texas at Dallas for a one year period:

Mrs. Lillian Bradshaw	Edward S. Marcus
James Chambers	Mark Martin
Charles Max Cole	L. B. Meaders
Don Cowan	James M. Moudy
M. K. Curry, Jr.	Raymond Nasher
Joe M. Dealey	R. W. Olson
Wm. Elliott	H. R. Perot
Earl Forsythe	L. T. Potter
S. T. Harris	W. Dewey Presley
Dan L. Hearn	Bill J. Priest
Herbert Hunt	Wm H. Seay
Mrs. John Leddy Jones	Willis M. Tate
Erik Jonsson	Lee Turner
Edmund J. Kahn	Dan Williams
James W. Keay	Toddie Lee Wynne, Jr.

18. Dallas Medical School: Affiliation Agreement with Commissioners' Court of Dallas County (Southwestern Institute of Forensic Sciences) and Special Committee to Prepare Deed to Dallas County, covering approximately 2.40 Acres of Land, William B. Coates Survey, Abstract No. 236, Dallas County, Texas, of April 30, 1950. --

WHEREAS, At the Regents' meeting on August 1, 1969, the following affiliation agreement between the Commissioners' Court of Dallas County, Dallas, Texas, on behalf of the Southwestern Institute of Forensic Sciences, Dallas, Texas, and the Board of Regents of The University of Texas System on behalf of The University of Texas (Southwestern) Medical School at Dallas, was approved; and

WHEREAS, There was attached to the affiliation agreement as an exhibit thereto a deed conveying to the Commissioners' Court of Dallas County, Dallas, Texas to a tract of land containing 0.240±, in the William B. Coates Survey, Abstract No. 236, Dallas County, Texas of April 30, 1950, subject to certain conditions; and

WHEREAS, The Chairman of the Board was authorized to execute the affiliation agreement when it has been approved as to form by a University Attorney and as to subject matter by Deputy Chancellor LeMaistre; and

WHEREAS, It was further authorized to execute the deed when it has been approved by Regents Garrett and Williams;

BE IT RESOLVED, That the following affiliation agreement (Pages 50-55 ) and the deed attached thereto (Pages 56-59) be approved, ratified, and in all things confirmed:

AGREEMENT

THE STATE OF TEXAS    )  
                          (  
COUNTY OF DALLAS    )

This AGREEMENT is executed on \_\_\_\_\_, 1969, between the COMMISSIONERS' COURT OF DALLAS COUNTY on behalf of the Southwestern Institute of Forensic Sciences at Dallas, Texas, sometimes referred to as "Institute" in this agreement, and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM on behalf of The University of Texas (Southwestern) Medical School at Dallas, Dallas, Texas, sometimes referred to as "Medical School" in this agreement, WITNESSETH:

WHEREAS, Article 49.25, Texas Code of Criminal Procedure, authorizes the Commissioners' Court of any county having a population of not less than 120,000 to establish and provide for the maintenance of the office of medical examiner; and

WHEREAS, the Commissioners' Court of Dallas County has indicated its desire to establish and provide for the maintenance of an office of medical examiner by appointing a Chief Medical Examiner for Dallas County and providing a budget to maintain a medical examiner's system; and

WHEREAS, the Texas State Legislature during its 61st session has passed S.B. 380 (Article 2370c-1, Vernon's Texas Civil Statutes), which allows the Commissioners' Court of Dallas County to issue Bonds of Indebtedness not to exceed \$1,500,000 for constructing and equipping a building to house the medical examiners and ancillary operations; and

WHEREAS, the proposed location of the medical examiner's building and its toxicologic and criminalistic laboratories is of extreme interest to The University of Texas System because of its potential educational value, particularly to the Southwestern Medical School at Dallas, and its Graduate School in the fields of toxicology and criminalistics:

NOW, THEREFORE, for and in consideration of the foregoing, and in further consideration of the mutual benefits, the parties to this agreement agree as follows:

Sec. 1. MEDICAL SCHOOL: JURISDICTION AND RESPONSIBILITIES

(a) The Medical School will be operated as a reputable and accredited school of medicine as prescribed by the laws of the State of Texas and the requirements of the American Medical Association.

(b) The Medical School will provide the direction and personnel necessary to conduct the Medical School programs of research, development, teaching, and service. The Board of Regents of The University of Texas System will retain all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policies of the Medical School and to appoint its administrative, faculty, and other personnel.

(c) Except as otherwise provided, the Board of Regents of The University of Texas System shall pay all expenses incurred in the operation of the Medical School.

Sec. 2. INSTITUTE: JURISDICTION AND RESPONSIBILITIES

(a) The Institute will operate its facilities in a manner consistent with high academic standards.

(b) The Institute will provide the facilities and basic equipment necessary to conduct a comprehensive service program in forensic sciences, including pathology, toxicology, and criminalistics. The Commissioners' Court of Dallas County will retain for the Institute all jurisdictional powers incident to separate ownership. The teaching, research, and service activities of the Institute will be conducted in cooperation with the programs of the Medical School.

(c) The Commissioners' Court of Dallas County and the Board of Regents agree that the Director of the Institute is responsible for fiscal control of the service activities in

the same manner that such control usually is delegated to a head of a department of the county. The Director is responsible for fiscal control of funds provided through or derived from The University of Texas System, if any, subject to the usual University controls, and the Director is responsible for fiscal control of funds derived directly from foundations, the federal government, any state government, and private sources, subject to usual county fiscal procedures provided by statute.

(d) Except as otherwise provided, the Commissioners' Court of Dallas County will pay all expenses incurred in the operation of the Institute.

Sec. 3. JOINT RESPONSIBILITIES

The Dean of the Medical School and the Director of the Institute jointly shall make decisions regarding the teaching and training programs in the Institute, the residency training programs and the number of trainees in each, and the extent of the Institute-based medical research programs.

Sec. 4. ADMINISTRATION AND PERSONNEL

(a) In order to provide for a professional staff of the Institute academically acceptable to the Medical School, the Commissioners' Court of Dallas County agrees to allow the Medical School to nominate an individual to the Commissioners' Court of Dallas County for the position of Chief Medical Examiner, whenever such position is unfilled. The Commissioners' Court of Dallas County shall then appoint this nominee to the position of Chief Medical Examiner and Director, and if the nominee is unacceptable to the Commissioners' Court of Dallas County, the Medical School shall make other nominations. Following appointment by the Commissioners' Court of Dallas County, the Chief Medical Examiner and Director of the Institute shall then be appointed a tenurial member of the faculty of the Medical School.

(b) It is agreed that the Director of the Institute shall, subject to the approval of the Commissioners' Court of Dallas County, employ only such professional assistants as meet the academic standards of the Medical School. The Medical School shall make tenurial or nontenurial appointments to the Medical School faculty consistent with Medical School policy. In the case of a tenurial member of the faculty who holds a joint appointment in the Institute, Medical School responsibility for the payment of such member's salary is limited to the portion paid by the Medical School. The Medical School is not responsible for the portion or portions of the member's salary paid by other sources.

(c) The parties to this affiliation agreement acknowledge that the success of the combined program of teaching, research, and service can only be achieved through communication and cooperation between the Dean of the Medical School, the Director of the Institute, and the Commissioners' Court of Dallas County.

(d) Since nonprofessional personnel are most valuable to the furtherance of the service and other goals of the Institute, the Medical School and the Commissioners' Court of Dallas County agree that nonprofessional personnel will be appointed only upon the recommendation of the Director of the Institute.

Sec. 5. PRIVATE-PRACTICE INCOME

Full-time physicians at the Institute with academic appointment will be subject to the policy of The University of Texas System regarding private-practice income. Money earned in excess of the allowable shall be managed in a manner consistent with the management of similar money at the Medical School.

Sec. 6. NECESSARY EXPANSION

The Commissioners' Court of Dallas County and the Board of Regents agree that expansion of the physical facilities of the Institute shall be made consistent with the needs and

goals of the Institute. In the event the actual joining of the building with physical structures erected by the Medical School is contemplated, prior approval of the Board of Regents and the Commissioners' Court of Dallas County must be obtained.

Sec. 7. AMENDMENT AND SUBSEQUENT AGREEMENTS

(a) This agreement may be amended in writing to include any provisions the parties may agree upon.

(b) The parties to this agreement may make subsequent agreements for the joint employment of personnel and for the pro rata apportionment of salaries of personnel employed, or for the pro rata apportionment of other related costs and expenditures.

Sec. 8. SEVERABILITY CLAUSE

If any provision of this contract is declared void by a court having jurisdiction over such matter, the parties hereto agree that such holding will not render the entire agreement void and subject to cancellation or rescission, but that the parties shall be bound by the provisions remaining, according to their tenor and reading.

Sec. 9. PERIOD OF AGREEMENT

This agreement is for a period of one year from its effective date, and thereafter from year to year unless terminated by either party on six months' written notice.

Sec. 10. EFFECTIVE DATE

This agreement takes effect on \_\_\_\_\_, 1969.

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:

Jon G. Ellis  
County Clerk

COMMISSIONERS' COURT OF  
DALLAS COUNTY

By W. L. Sterrett  
W. L. Sterrett  
County Judge

By John Whittington  
John Whittington  
Commissioner, District No. 1

By M. G. Price  
M. G. Price  
Commissioner, District No. 2

By Jim Tyson  
Jim Tyson  
Commissioner, District No. 3

By Denver Seale  
Denver Seale  
Commissioner, District No. 4

Approved as to Form:

Russell Nelson  
University Attorney

Approved as to Content:

Charles LeMaistre  
Deputy Chancellor

Ellen Walker  
Executive Vice-Chancellor for  
Fiscal Affairs

DEED

THE STATE OF TEXAS    )  
                          (  
COUNTY OF DALLAS    )

KNOW ALL MEN BY THESE PRESENTS:

The BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, herein called Grantor, acting by and through its duly authorized Chairman, for and in consideration of the sum of \$10.00 to it in hand paid by the COMMISSIONERS' COURT OF DALLAS COUNTY, TEXAS, herein called Grantee, receipt of which is hereby acknowledged, and the agreement of Grantee with Grantor of this date relating to the lands hereinafter described, and in consideration of the mutual covenants, conditions, and other provisions contained herein, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the Grantee, its successors, and assigns, all of the following described real property situated in Dallas County, Texas:

Being a tract or parcel of land situated in the City of Dallas, Dallas County, Texas, and being a part of Block 6057 in the City of Dallas, and also being a part of a tract of land conveyed to the State of Texas by deed, dated May 21, 1951, and recorded in Volume 3506, page 9, of the Deed Records of Dallas County, Texas; and being more particularly described as follows:

BEGINNING at a point for corner in the Southeasterly line of the State of Texas tract, said point being North 35° 34' East a distance of 286.28 feet and North 65° 30' East a distance of 119.50 feet from the intersection of the Southeasterly line of the C.R.I. & G. Railroad right of way and the Southeasterly line of the State of Texas tract;

THENCE North 24° 30' West a distance of 45.00 feet to a point for corner;

THENCE North 65° 30' East a distance of 230.00 feet to a point for corner;

THENCE South 24° 30' East a distance of 36.00 feet to a point for corner;

THENCE North 65° 30' East a distance of 53.38 feet to an angle point;

THENCE South 79° 00' East a distance of 34.78 feet to an angle point;



THENCE North 65° 30' East a distance of 11.14 feet to a point for corner;

THENCE South 24° 30' East a distance of 19.00 feet to a point for corner in the Southwesterly line of the State of Texas tract;

THENCE North 79° 00' West along the Southwesterly line of the State of Texas tract a distance of 52.00 feet to a point for corner;

THENCE South 65° 30' West along the Southeasterly line of the State of Texas tract a distance of 280.50 feet to the place of beginning and containing 11,314 square feet, more or less.

TO HAVE AND TO HOLD the above-described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors, and assigns, so long as the conditions hereinafter provided are maintained and kept.

This conveyance is made for the purpose of providing the above-described tract of land to the Grantee for the sole purpose of constructing thereon a medical examiner's building to be known as the Southwestern Institute of Forensic Sciences at Dallas, which is to be available as a full-time research, development, teaching, and service facility for, and fully integrated with, the program of The University of Texas (Southwestern) Medical School at Dallas, Dallas, Texas, and said conveyance is hereby made subject to the following conditions subsequent to which the Grantee by the acceptance of this deed agrees and accepts:

1. Grantee will commence the construction of the said medical examiner's building on the above-described tract of land within twenty-four (24) months from the date of this instrument, and having once begun, will with reasonable diligence and in good faith continue the construction thereof until same is completed.

2. Said building and all site improvements placed upon said tract of land will be constructed in accordance with architect's plans and specifications and plot plan

approved in writing by the parties to this instrument prior to the commencing of said construction or site development.

3. The said building and the above-described land will be continuously and at all times used solely for the said purpose for which this tract is conveyed.

4. If the Grantee violates or fails or refuses for any reason to comply with any of the above specific conditions subsequent, at the option and upon the specific written notice of the Grantor this conveyance shall be null and void, and said tract of land, and all improvements thereon, shall revert and revest in the Grantor without necessity for suit or re-entry to the Grantor, and at the request of Grantor, Grantee hereby agrees to execute any and all instruments necessary and proper to reflect the revestment of the title of said tract of land in the Grantor. No act or omission on the part of Grantor shall be a waiver of the operation or enforcement of such conditions.

To the extent that force majeure or any other cause not within the reasonable control of the Grantee prevents the Grantee from causing timely compliance with any of the conditions of this deed, the time for performance of such conditions shall be extended by the duration of the period during which the Grantee is prevented from causing timely compliance. Force majeure includes but is not limited to strike, fire, war, civil disturbance, act of God, federal, state, or municipal law, a rule, regulation, or order of a governmental agency, an inability to secure materials, or by any other cause beyond the reasonable control of the Grantee.

The provisions and conditions of this instrument shall run with the land and shall be binding upon any grantee, transferee,

assignee, or successor of the Grantee, without regard to whether such grantee, transferee, assignee, or successor specifically assumes and agrees to such provisions and conditions.

This conveyance is subject to all easements, rights of way, restrictions, and servitudes of record.

All provisions and conditions contained in this instrument shall extend to and be binding upon the parties, their respective successors and assigns, and each designation in this instrument of one of the parties shall include not only that party but the successors and assigns of that party.

IN WITNESS WHEREOF, the Board of Regents of The University of Texas System has caused these presents to be signed by the Chairman of the Board thereunto authorized and the common seal affixed, this the \_\_\_\_\_ 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

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

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

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.

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Notary Public in and for  
Travis County, Texas

19. M. D. Anderson: Amendment to Agreement with The Center Pavilion Hospital with Respect to Anesthesia Services. --At the Regents' meeting on August 1, 1969, the agreement between M. D. Anderson Hospital and Tumor Institute of Houston, Texas, and The Center Pavilion Hospital of Houston, Texas, dated December 31, 1966, was amended so that the Section of Anesthesiology of The University of Texas M. D. Anderson Hospital and Tumor Institute would assume the responsibility for the operation of anesthesia services at The Center Pavilion Hospital with billing for the professional services to be handled through the Physicians Referral Service and with the understanding that there is to be no additional cost to the state. The amended agreement follows on Pages C of W - 61 - 64.

AGREEMENT

This AGREEMENT made and entered into this            day of  
by and between the BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM for the use and benefit of The  
University of Texas M. D. Anderson Hospital and Tumor Institute  
of Houston, Texas, hereinafter called "Anderson," and the CENTER  
PAVILION HOSPITAL of Houston, Texas hereinafter called "Center,"  
WITNESSETH:

WHEREAS, on January 1, 1967, an agreement was executed by and  
between The University of Texas M. D. Anderson Hospital and Tumor  
Institute and the Center Pavilion Hospital which, among other things,  
provided for a cooperative relationship between the parties and  
provided Anderson with the benefits of a postacute care facility; and

WHEREAS, Center recognizes the need for additional anes-  
thesiology services for patients undergoing surgery at Center, and  
has agreed to provide space, machines, and other equipment which are  
deemed necessary to furnish anesthesia services to Center; and

WHEREAS, it is the desire of the parties to extend the co-  
operative relationship to provide adequately for anesthesia services:

NOW, THEREFORE, in consideration of the foregoing and the  
mutual benefits and with an intent to develop such to the maximum  
extent consistent with the interests of each, Anderson and Center  
hereby agree as follows:

1.    EXTENT OF AFFILIATION

The purpose of this agreement is to provide anesthesia services  
for patients who are using Center facilities, and to establish a  
broad framework of policy in this connection in order to facilitate  
cooperation between the parties, it is agreed that the Department of  
Anesthesiology of Anderson will provide anesthesia care for all  
patients at the Center.

It is further understood and agreed that Center will also provide a broad base in support of teaching programs relating to anesthesiology services. It is further understood and agreed that the anesthesiology services will be autonomous and will have the same administrative and professional status as all other clinical departments.

2. SERVICES

Center agrees to provide necessary space, modern anesthesia machines, and other equipment, supplies, and support for medical and nursing personnel required by the Department of Anesthesiology to perform necessary anesthesia services at Center. It is further agreed that all staff physicians' salaries will be paid from professional fees collected by and through the Physicians Referral Service. The services to be performed will consist of the following:

- a. The administration and supervision of all general anesthesia by the inhalation, intravenous, rectal, or other routes.
- b. The administration and supervision of all subarachnoid, epidural, caudal, or other major sensory and motor blockade anesthetics.
- c. The administration and supervision of local and regional block anesthesia.
- d. The management and supervision of all patients who have received a local anesthetic agent.

Personnel rendering anesthetic and other medical services, including but not limited to Inhalation Therapy and Acute Patient Care, will be furnished by Anderson. All such personnel will be subject to and abide by the rules and regulations established by the Governing Board, the Executive Committee of the Medical Staff, the Head of the Department of Anesthesiology, and the President of Anderson. Center will reimburse Anderson for all salaries and benefits for such personnel.

### 3. ADMINISTRATIVE AND CLINICAL

Center will provide adequate administrative and clinical support and office and storage space and equipment, including offices, desks, chairs, tables, shelves, cabinets, and sundry items required to support the administrative activities of the Department of Anesthesiology as recommended by the Head of the Department of Anesthesiology.

Center will provide within the operating suite adequate space for storage of equipment and supplies immediately applicable to patient care in the operating room.

Center will further provide within the operating suite adequate space for clean up and gas sterilization of anesthetic equipment and supplies.

Center will provide adequate space outside of the operating suite for supplies and equipment essential to the clinical and administrative functions of activities related to Inhalation Therapy and Acute Patient Care as recommended by the Head of the Department of Anesthesiology. This will include but not be limited to respirators, resuscitation equipment, gas analyzers, blood measurement devices, and other equipment and materials developed as the state of the art progresses.

Center will provide equipment and supplies essential to providing clinical anesthesia services as recommended by the Head of the Department of Anesthesiology.

Center will provide routine maintenance service on all capital items and expendable equipment subject to repair and maintenance as recommended and selected by the head of the department.

Center will provide drugs, gases, supplies, and expendable items, including intravenous equipment, devices and fluids, endotracheal tubes, connectors, airways, rubber goods subject to rapid deterioration and obsolescence, and other material as the state of the art progresses as recommended by the Head of the Department of Anesthesiology.

It is agreed that Anderson and Center shall retain all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policy of the institutions, and shall have exclusive control of the management, assets, and affairs of their respective units.

4. TERMINATION

This agreement shall become effective on the date of its execution and shall continue in effect from year to year until terminated pursuant to that certain agreement between the parties, dated January 1, 1967, to which reference is made. Nothing herein shall be construed as rescinding the provisions of that agreement, but this agreement shall be considered cumulative of the same.

IN WITNESS WHEREOF, the parties, acting by their duly authorized officers, have executed this agreement on the date first above written.

ATTEST:

\_\_\_\_\_  
Secretary

ATTEST:

Adele S. Barnett  
Secretary

Approved as to Form:

Lawrence W. ...  
University Attorney

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

By \_\_\_\_\_  
Chairman

CENTER PAVILION HOSPITAL,

By James A. ...  
Director

Approved as to Content:

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



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

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

Chancellor Ransom has indicated that he has a Board and a Foundation meeting in St. Louis on January 23, 1970.

1969

1969 DECEMBER 1969						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December 12 Board of Regents' Meeting in Austin

December 24-27 Christmas Holidays for Staff

1970

1970 JANUARY 1970						
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January 1-3 New Year's Holidays for Staff

January 13-14 Regional Conference, Association of Governing Boards of Universities and Colleges in Houston

1970 FEBRUARY 1970						
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January 23 Board of Regents' Meeting in Houston

1970 MARCH 1970						
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March 6 Board of Regents' Meeting in San Antonio

VII. ADJOURNMENT

**COMMITTEE OF THE WHOLE**  
**EXECUTIVE SESSION**

**December 12, 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  
December 12, 1969

STRICTLY  
EXECUTIVE SESSION

	<u>Page No.</u>
I. U. T. System: Report by Deputy Chancellor LeMaistre on Security Development	1
II. U. T. System and Dallas Medical School: Appointment of Doctor Donald Hendricks as Director of the South Central Regional Medical Library Program	1
III. U. T. Austin: Appointment of Mr. Frank W. Davis to the Advisory Council for the McDonald Observatory	1
IV. U. T. Austin: Discussion of the Possible Land Acquisition at Port Aransas	1
V. U. T. Austin: Consideration of Hogg Foundation Presidency, 1970 ff	2
VI. U. T. Permian Basin: Report on Acquisition of a Site and Possible Action Thereon	2
VII. Houston Medical School: Appointment of Doctor Cheves McCord Smythe as Dean and Professor of Medicine of Houston Medical School	2
VIII. Dallas Medical School: Discussion by Deputy Chancellor LeMaistre with respect to possible Amendment to Building Program	10
IX. San Antonio Medical School: Discussion by Regent Peace of possible Sale in the South Texas Medical Center by the San Antonio Medical Foundation to American Medicorp Inc.	10

## **Meeting of the Board**

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

Chairman Erwin, Presiding

Date: December 12, 1969

Time: Following the meeting of the Committee of the Whole

Place: U. T. Austin, Main Building  
Austin, Texas

A. INVOCATION

B. CONSIDERATION OF MINUTES OF MEETING HELD  
ON OCTOBER 31, 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. M. D. Anderson (Doctor Clark)
  - l. G.S.B.S. (Doctor Arnim)
  - m. Public Health School (Doctor Stallones)
  - n. System Nursing School (Doctor Willman)

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**

**December 12, 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  
December 12, 1969

STRICTLY  
EXECUTIVE SESSION

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BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
December 12, 1969

STRICTLY  
EXECUTIVE SESSION

I. U. T. System: Report by Deputy Chancellor LeMaistre on Security Development. --

Dr. LeMaistre requests the privilege of reporting on security development.

II. U. T. System and Dallas Medical School: Appointment of Doctor Donald Hendricks as Director of the South Central Regional Medical Library Program. --

Chancellor Ransom and Deputy Chancellor LeMaistre recommend the appointment of Dr. Donald Hendricks to the position of Director of the South Central Regional Medical Library Program effective February 1, 1970, at an annual salary of \$25,000. Dr. Hendricks will administer the South Central Regional Medical Library Program to be developed at The University of Texas (Southwestern) Medical School at Dallas under a Regional Medical Library grant from the U.S. Department of Health, Education and Welfare, National Library of Medicine. This grant is for January 1, 1970 through December 31, 1971 and is in the amount of \$158,509 for the first year and \$149,000 plus indirect costs for the second year. Dr. Hendricks' salary will be paid from the proceeds of this grant award.

III. U. T. Austin: Appointment of Mr. Frank W. Davis to the Advisory Council for the McDonald Observatory. --

Deputy Chancellor LeMaistre and Executive Vice-Chancellor McKetta concur in the request of President Hackerman that Mr. Frank W. Davis, President, General Dynamics, Ft. Worth, be appointed to the Advisory Council for the McDonald Observatory.

*C. J. W.  
- Stein  
for the record.*

IV. U. T. Austin: Discussion of the Possible Land Acquisition at Port Aransas. --

Executive Vice-Chancellor McKetta and Executive Vice-Chancellor Walker recommend, and Deputy Chancellor LeMaistre concurs, that they and President Hackerman be authorized to make determination of the terms of acquisition and program desirability of land adjacent to the Marina of the Marine Science Institute at Port Aransas.

- V. U. T. Austin: Consideration of Hogg Foundation Presidency, 1970 ff. --
- VI. U. T. Permian Basin: Report on Acquisition of a Site and Possible Action Thereon. --
- VII. Houston Medical School: Appointment of Doctor Cheves McCord Smythe as Dean and Professor of Medicine of Houston Medical School. --

The Health Affairs Council recommends, and Chancellor Ransom and Deputy Chancellor LeMaistre concur, that Dr. Cheves McCord Smythe be appointed Dean of The University of Texas Medical School at Houston and Professor of Medicine effective January 1, 1970 at an annual salary of \$42,500. On the following Pages (3-9) are the curriculum vitae of Doctor Smythe.

CURRICULUM VITAE

CHEVES McCORD SMYTHE, born in Charleston, S. C., May 25, 1924.

Educated in public schools of Charleston, S. C.

Taft School, Watertown, Conn., 1942.

Yale College, 1942 to 1943.

Corpsman, Chelsea Naval Hospital, 1943-1944.

Harvard Medical School, cum laude, 1947.

Intern and Assistant Resident, Harvard Medical Services, Boston City Hospital, 1947-1949.

Resident, Chest Service, Bellevue, 1949-1950.

Fellow, American College of Physicians and Life Insurance Medical Research Fund, Presbyterian Hospital, New York, 1950-1952.

Lieutenant, (Medical Corps) U.S.N.R., Naval Medical Field Research Laboratory, Camp Lejeune, N. C., 1952-1954.

Chief Resident, Harvard Services, Boston City Hospital, 1954-1955.

Markle Scholar in Medicine, Medical College of S. C., 1955-1960.

Instructor (1955-1956), Associate (1956-1958), Assistant Professor (1958-1960), and Associate Professor (1960-1966) of Medicine, Medical College of S. C., Charleston, S. C., Dean, School of Medicine, Feb. 1962 - Dec. 1964.

Chief, Renal and Electrolyte Section, Dept. of Medicine, 1965-66.

Associate Director, Association of American Medical Colleges, 1966--

Lecturer in Medicine, Northwestern University School of Medicine, 1966--

Consultant, Wesley Memorial Hospital, Chicago, 1967--

Consultant, Veteran's Administration Research Hospital, Chicago, 1967--

Consultant, Regional Medical Programs

Consultant, Bureau of Physician Manpower

Certified American Board of Internal Medicine, May, 1955.

Member of County and State Medical Societies, American Medical Association, Southern Medical Association, American Federation for Clinical Research (Chairman, Southern Section), Southern Society for Clinical Research, Society for Experimental Biology and Medicine, American College of Physicians, Alpha Omega Alpha.

Married Isabella Carr Leighton, August 12, 1949, 5 sons.

1. Studies of portal oxygen content in unanesthetized man. C.M. Smythe, H.F. Fitzpatrick, and A.H. Blakemore. *J. Clin. Invest.*, 30, 674, 1951. (abstract)
2. The renal and hepatic blood flow, glomerular filtration rate and urinary output of electrolytes during cycloprapane, ether and thicpental anesthesia, operation, and immediate post-operative period. D.V. Habif, E.M. Papper, H.F. Fitzpatrick, P. Lowrance, C.M. Smythe, and S.E. Bradley. *Surgery*, 30, 241, 1951.
3. The effect of epinephrine (USP), L'epinephrine and L'norepinephrine on glomerular filtration rate, renal plasma flow, and the urinary excretion of sodium, potassium and water in normal man. C.M. Smythe, J.F. Nickel, and S.E. Bradley. *J. Clin. Invest.*, 31, 499, 1952.
- 3-A. Effect of pressor agents on renal water and electrolyte excretion in man. J.F. Nickel, C.M. Smythe, and S.E. Bradley. *Fed. Proc.* 11, 113, 1952. (abstract)
4. A study of portal vein pressure and blood flow pre and post operatively in patients with portal hypertension treated by porta caval anastamosis. H.F. Fitzpatrick, A.H. Blakemore, C.M. Smythe, and S.G. Weissman. *Surg. Forum Am. Col. Surgeons. Saunders* 1952.
5. The effect of hemorrhage and the pyrogenic reaction on hepatic circulation in dogs. H. Heineman, C.M. Smythe, and P.A. Marks. *J. Clin. Invest.* 31, 637, 1952. (abstract)
6. Evaluation of group screening audiometry. C.M. Smythe, V.C. Bragg, R.S. Leopold, B.F. Burgess, A.P. Webster, C.B. Galloway, NMFRL Project NM 007 083 07.
7. Estimated hepatic blood flow in the dog: The effect of ethyl alcohol on it, renal blood flow, cardiac output and arterial pressure. C.M. Smythe, H.O. Heineman, S.E. Eradley. *Am. J. Physiol.*, 172, 737, 1953.
8. Evaluation of some drugs in seasickness. Herman I. Chinn, Stanley W. Handford, Paul K. Smith, Thomas E. Cone, Jr., Robert F. Redmond, James V. Maloney, and Cheves McT. Smythe. *J. Pharm. & Expt. Ther.*, 108, 69, 1953.
9. The effect of portacaval shunt on estimated hepatic blood flow and oxygen uptake in cirrhosis. S.E. Bradley, C.M. Smythe, H.F. Fitzpatrick, and A.H. Blakemore. *J. Clin. Invest.*, 32, 526, 1953, also *Tri State Med. Journ.* 5, 9, 1957.
10. Effect of hemorrhage on estimated hepatic blood flow and renal blood flow in dogs. H.O. Heinemann, C.M. Smythe, and P.A. Marks. *Am. J. Physiol.*, 174, 3, 1953.

11. Intra-arterial and intravenous transfusion: A controlled study of their effectiveness in the treatment of experimental hemorrhagic shock. J.V. Maloney, Jr., C.M. Smythe, J.P. Gilmore, and S.W. Handford. *Surg., Gyn., Obs.*, 97, 529, 1953.
12. The general form of circulation in the lobster, *Homarus*. J. Wendell Burger and Cheves McC. Smythe. *J. Cell & Comp. Physiol.*, 42, 369, 1953.
13. The effect of L'norepinephrine on hepatic blood flow in the normal anesthetized dog. C.M. Smythe, J.P. Gilmore, S.W. Handford. *J. Pharm. & Expt. Ther.*, 110, 398, 1954.
14. The effect of L'norepinephrine on cardiac output in the anesthetized dog during graded hemorrhage. J.P. Gilmore, C.M. Smythe, and S.W. Handford. *J. Clin. Invest.*, 33, 884-890, 1954.
15. An analysis of the direct hydraulic effect of intra-arterial transfusion. Cheves McC. Smythe, Joseph P. Gilmore, James V. Maloney, Jr., and Stanley W. Handford. *Am. J. Physiol.*, 178, 412-418, 1954.
16. A study of the mode of action of the adrenal medullary hormones on sodium, potassium and water excretion in man. James F. Nickel, Cheves McC. Smythe, Emanuel M. Papper, and Stanley E. Bradley. *J. Clin. Invest.*, 33, 1687-1699, 1954.
17. The effect of morphine on hepatic blood flow in the normal anesthetized dog. Cheves McC. Smythe and Joseph P. Gilmore, J. *Pharm. & Expt. Ther.*, 114, 221-224, 1955.
18. Glycerol pectate for plasma volume replacement and expansion. S.W. Handford, C.M. Smythe, J.P. Gilmore, R.S. Leopold, R.H. Kathan, H.G. Arm. *J. Appl. Physiol.*, 7, 553, 1955.
19. Some observations on portal venous pressure in unanesthetized man. C.M. Smythe, H.F. Fitzpatrick, and A.H. Blakemore. *Clin. Res. Proced.* 4, 39, 1956. (abstract)
20. Bleeding from the upper gastrointestinal tract: An analysis of 111 cases. C.M. Smythe, M.P. Osborne, N. Zamcheck, W. A. Richards, and W.M. Madison. *New Eng. J. Med.*, 256, 441, 1957.
21. Asterixis (liver flap) occurring in two patients without hepatic disease. C.M. Smythe and N.B. Baroody. *J. Am. Med. Assoc.* 165, 31, 1957.
22. The use of radioactively labelled vitamin B<sub>12</sub> in the diagnosis of pernicious anemia. C.M. Smythe, S.C. Med. Assoc., 53, 329, 1957.
23. A comparison of bromsulphalein and radio-colloid removal rates for determining hepatic blood flow. C.M. Smythe., *Clin. Res. Proced.*, 5, 112, 1957. (abstract)

24. On the significance of fatty embolism as a cause of sudden death in alcoholics. J.C. Holler, C.M. Smythe, and H.R. Pratt-Thomas. *South. Med. J.*, 51, 380, 1958.
25. Experiences with the artificial kidney. C.M. Smythe, A.V. Williams, and John Buse. *J. S.C. Med. Assoc.*, 55, 5, 1959.
26. Metabolic alkalosis with kaliopenic nephropathy. R. R. Bradham and C.M. Smythe, *J. S.C. Med. Assoc.*, 54, 405, 1958.
27. The effect of hemorrhage on hepatic blood flow determined by radioactive colloidal chromic phosphate removal. C.M. Smythe, *Circ. Res.*, 7, 268, 1959.
28. The effect of long term antibacterial therapy on chronic bacteriuria. C.M. Smythe, P. Sanders, III., and A. Chrisanthis. *Clin. Res.*, 8, 80, 1960. (abstract)
29. A correlation between histological and functional damage in patients with chronic bacteriuria. C.M. Smythe, *Clin. Res.*, 8, 57, 1960. (abstract)
30. Kidney biopsy: Summary of experience at the Medical College Hospital. C.M. Smythe and F.A. McIver, *J. S.C. Med. Assoc.*, 56, 4, 1960.
31. The influence of hypertension on susceptibility of the rat kidney to infection. N.C. Brackett, Jr. and C.M. Smythe, *J. Lab. & Clin. Med.*, 55, 530, 1960.
- 31-A. Effect of experimental hypertension on the development of pyelonephritis. N.C. Brackett and C.M. Smythe, *Am. J. Med.* 35, 113, 1958. (abstract)
32. A comparison of the incidence of bacteriuria among hypertensives and matched controls. C.M. Smythe, C.F. Rivers, R.M. Rosemond. *Arch. Int. Med.*, 105, 121, 1960.
- 32-A. The incidence of pyelonephritis in "essential" hypertension. C.M. Smythe, C.F. Rivers, R.M. Rosemond and F.N. McCorkle, *Clin. Res. Proc.*, 5, 173, 1957. (abstract)
33. Portal hypertension and bleeding esophageal varices. R.R. Bradham and C.M. Smythe, *J. S.C. Med. Assoc.*, 56, 260, 1960.
34. Pyelonephritis and bacteriuria. C.M. Smythe, *Medical Times*, 89, 1, 1961.
35. On the interpretation of renal function tests in renal disease. C.M. Smythe, *J. S.C. Med. Assoc.* 57, 56, 1961. Also *Tri State Med. Journ.* 8, 20, 1960.
36. Primary juvenile gout. C.M. Smythe and J.H. Cutchin. *Am. J. Med.* 34, 799, 1962.

37. Chronic phosphate disappearance in cirrhosis of the liver and congestive heart failure. C.M. Smythe, J. Lab. & Clin. Med. 57, 927, 1961.
- 37-A. Radioactive colloidal chromic phosphate disappearance in cirrhosis of the liver. C.M. Smythe, Clin. Res. Proc., 6, 147, 1958. (abstract)
38. Continuous antibacterial use in chronic bacteriuria. C.M. Smythe. In preparation.
- 38-A. Further observations on the long term control of chronic bacteriuria. C.M. Smythe and A. Chrisanthis. Clin. Res. 9, 49, 1961. (abstract)
39. The effect of lactate infusions on uric acid clearance in pregnancy. C.M. Smythe and A. Chrisanthis. Clin. Res. 9, 37, 1961. (abstract)
40. The influence of hepatic cirrhosis on the metabolism of I-131 labelled heat denatured human serum albumin. D.K. Wright, A. Chrisanthis, and C.M. Smythe; Presented to the Southeastern Section, Soc. Expt. Biol. and Med.
41. The use of fluorescent tagged antibody staining in the diagnosis of glomerular renal disease. C.M. Smythe, F.A. McIver, and H.R. Pratt-Thomas. Presented to Southeastern Section, Am. Coll. of Phys.
42. Continuous administration of antibacterials in the treatment of chronic pyelonephritis. C.M. Smythe. Southern Med. Jour., 54, 829, 1961.
43. Simultaneous measurement of plasma volume and red cell mass in essential hypertension: A method and results. D. Wright and C.M. Smythe. Presented to Research Seminar. Med. Coll. of S.C.
44. Renal tubular acidosis secondary to acquired renal disease. C.M. Smythe and R.E. Sumner, Journ. S.C. Med. Assoc., 57, 254, 1961.
45. Kidney biopsy in chronic bacteriuria and pyelonephritis. Ann. Int. Med., 56, 698, 1962.
46. Heredity nephropathy associated with severe deafness and ocular lesions. H.G. Howe, Jr. and C.M. Smythe. Clin. Res. X, 43, Jan. 1962. (abstract)
47. Comparison of the course of coronary artery disease in Negroes and whites. C.M. Smythe, H.G. Howe, Jr., P.C. Gazes, H. Martin, and W. Dodd. Clin. Res. X, 52, Jan. 1962. (abstract)
48. Kidney infection and hypertension: cause or effect? C.M. Smythe. Hypertension: Recent Advances, 2nd Hahnemann Symposium on Hypertensive Disease, p. 143, Lea & Febiger, 1961.

49. Pyelonephritis as a cause and complication of hypertension. C.M. Smythe. *Am. J. of Cardiology*, 9, 692, 1962.
50. The management of acute pyelonephritis. *Modern Treatment: Treatment of Renal Disease by Hoeber*. Edited by Dr. E. Lovell Becker. Vol. 1, 63, 1964.
51. Arteriolar sclerosis in teenage primiparas. W.S. Bradham, C.M. Smythe, E.J. Dennis, III., F.A. McIver, and H.G. Howe, Jr. *Clin. Res.* 11, 20, 1963.
52. Relation of history of toxemia of pregnancy and response to angiotensin. C.M. Smythe, C.B. Carter, and W.S. Bradham. *Clin. Res.* 11, 174, 1963. (abstract)
53. Hypertension, a television symposium. Dale Groom, Irvine H. Page, Cheves Smythe, and H.R. Pratt-Thomas. *J. S.C. Med. Assoc.*, 59, 41, 1963.
54. Percutaneous renal biopsy in eclampsia. Edward J. Dennis, III., M.D., Cheves McC. Smythe, M.D., Forde A. McIver, M.D., and Henry G. Howe, Jr., M.D. *Am. J. OB & GYN.*, Vol. 87, No. 3, Oct. 1, 1963.
55. Upper quadrant bruit due to tortuous splenic artery. C.M. Smythe and D.B. Gibson. *N.E.J.M.* 269, 1308, 1963.
56. The effect of cirrhosis and India ink on disappearance rates of heat denatured human serum albumin. C.M. Smythe. *Clin. Res.* 8, 205, 1960. (abstract)
57. Azotemia secondary to electrolyte depletion induced by diuretics. C.M. Smythe. *J. S.C. Med. Assoc.* 56, 475-477, Nov. 1960.
58. Acute glomerulonephritis in the adult. C.M. Smythe. *J. S.C. Med. Assoc.* 56, 519-520, Dec. 1960.
59. Adult nephrosis: The role of renal biopsy in predicting response to corticosteroids. W.S. Bradham, W.F. Parker, C.M. Smythe. *J. S.C. Med. Assoc.* 60, 147, 1964.
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61. The persistence of the glomerular abnormalities after pre-eclamptic toxemia of pregnancy. C.M. Smythe, E.J. Dennis, and F.A. McIver. *Proc. 17 Annual Conference on the Kidney*, Oct. 1964. In press.
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- 61-B. Pre-eclamptic toxemia and degenerative vascular disease: A prospective study of 158 primiparas. C.M. Smythe, E.J. Dennis, III., and F.A. McIver. (abstract) Submitted to Am. Coll. of Phys., Nov. 1964.
62. Loss of renal function in chronic bacteriuria and pyelonephritis. C.W. Johnson and C.M. Smythe. Submitted to Southern Medical Journal.
- 62-A. Renal functional losses in chronic pyelonephritis and bacteriuria. C.W. Johnson and C.M. Smythe. (abstract) Clin. Res. 14: 109, 1966.
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67. A histochemical study of Glucose-6-Phosphate dehydrogenase in vascular endothelium and macula densa in early hypertensive vascular disease. William H. Prioleau, Jr., M.D., Forde A. McIver, M.D., Mildred Goddard, M.S., and C.M. Smythe, M.D. In preparation.
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70. A Multiple Course Curriculum - Editorial. C.M. Smythe, M.D. Journ. Med. Ed. 42, 368, 1967.
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72. Renal Biopsy in Pregnancy. E. J. Dennis, F. A. McIver, and C. M. Smythe. Clinical Obstetrics and Gynecology, Vol. II #2, June 1968, pages 473-486, Hoeber, N.Y.C.
73. National Board Examinations and Curricular Change, Editorial. Journ. Med. Ed. 43, 1006, 1968.
74. The Medical School Curriculum. C. M. Smythe. The Encyclopedia of Education, Lippincott, to be published.
75. Implication of Educational Change for Certification for Practice. C. M. Smythe. Federation Bulletin.
76. The University in Graduate Medical Education: A Commentary on a National Conference. C. M. Smythe. American Journal of Ophthalmology.

VIII. Dallas Medical School: Discussion by Deputy Chancellor LeMaistre with respect to possible Amendment to Building Program. --

IX. San Antonio Medical School: Discussion by Regent Peace of possible Sale in the South Texas Medical Center by the San Antonio Medical Foundation to American Medicorp Inc. --