

OMISSION

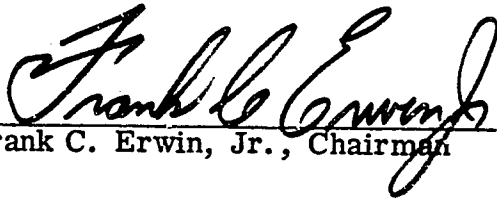
Pages 944-1105, 1196-1299

A. Ruth Baker

SIGNATURE OF OPERATOR

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

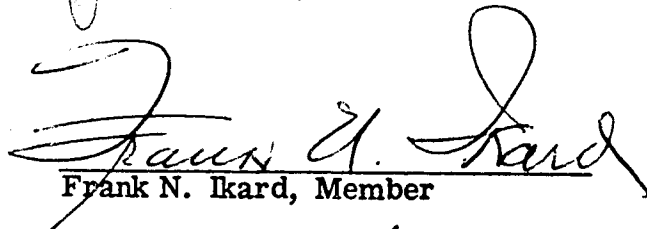
Signed this the 12th day of December , 1969 , A. D.

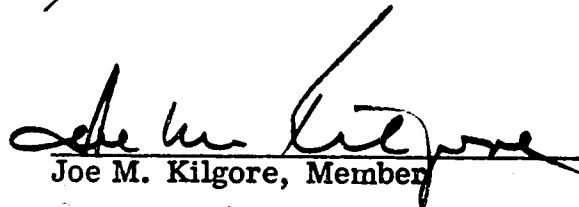

Frank C. Erwin, Jr., Chairman

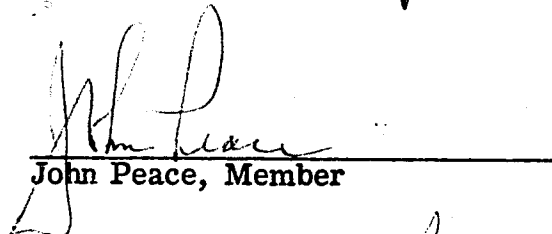

Jack S. Josey, Vice-Chairman

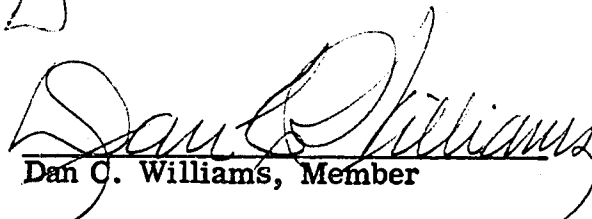

W. H. Bauer, Member

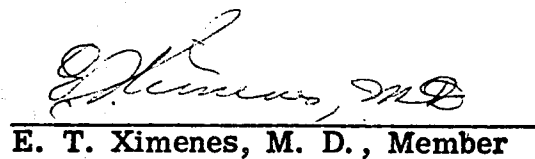

Jenkins Garrett, Member


Frank N. Ikard, Member


Joe M. Kilgore, Member


John Peace, Member


Dan C. Williams, Member


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

Meeting No. 674

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

December 12, 1969

Austin, Texas

MEETING NO. 674

FRIDAY, DECEMBER 12, 1969. --Following the meeting of the Standing Committees and the Committee of the Whole, the Board of Regents of The University of Texas System assembled in regular session in the Main Building, Suite 212, The University of Texas at Austin, Austin, Texas, at 2:20 p. m. on Friday, December 12, 1969, with the following in attendance:

ATTENDANCE. --

Present

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

Absent

Chancellor Ransom
 Deputy Chancellor LeMaistre
 Secretary Thedford

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

INTRODUCTION OF GUESTS. --During the meeting, the following guests were introduced:

The University of Texas at Austin

Miss Karen Elliott, Managing Editor, The Daily Texan

The University of Texas at El Paso

Mr. Marshall Pennington, the recently appointed Vice-President for Business Affairs
 Mr. Bruce Wolcutt, Vice-President of Students' Association

The University of Texas at Arlington

Mr. Bill Saunders, President, Student Congress
 Mr. John Madden, Vice-President of Students' Association
 Mr. Glenn Day, Assistant to the President, Student Congress
 Miss Kathi Bomar
 Miss Donna Darovich, Editor, The Shorthorn

The University of Texas Medical School at San Antonio

Dean Margretta Styles

The University of Texas Medical Branch at Galveston

Dr. Richard Timmer, Associate Dean of Medicine and Coordinator for Curricular Affairs

APPROVAL OF MINUTES, OCTOBER 31, 1969. --The minutes of the meeting of the Board of Regents of The University of Texas System held in Dallas on October 31, 1969, were approved without objection upon motion of Regent Ikard, seconded by Vice-Chairman Josey, in the form distributed by the Secretary and recorded in Volume XVII, beginning with Page 435 .

RESOLUTIONS ON RECOGNITION OF DEATH OF THORNTON G. HARDIE AND SCOTT SCHREINER, FORMER MEMBERS OF BOARD OF REGENTS AND RECOGNITION OF ACHIEVEMENTS OF CAPTAIN ALAN BEAN. -- Chancellor Ransom suggested the submission of three resolutions to the Secretary to be incorporated as an item for the record in the minutes of the January 1970 meeting:

1. On recognition of the death of Thornton G. Hardie, a member of the Board of Regents of The University of Texas System from 1957-63 and Chairman of the Board from 1961-62.
2. On recognition of the death of Scott Schreiner, a member of the Board of Regents of The University of Texas System from 1942-47.
3. On recognition of achievements of Captain Alan Bean.

Chancellor Ransom exhibited an orange and white pennant representing The University of Texas System of which there are only three:

One was left on the Moon by Captain Bean.

One was given to The University of Texas Chancellor's Office for The University of Texas System.

One was retained by Captain Bean.

RESOLUTION TO COACH ROYAL AND FOOTBALL TEAM OF U. T. AUSTIN. --Vice-Chairman Josey asked that an appropriate resolution be drawn recognizing the football team and Coach Royal of The University of Texas at Austin with respect to their winning of the MacArthur trophy. This resolution will be incorporated in the minutes of a subsequent meeting.

BOARD OF REGENTS: EXPRESSION OF INTEREST AND GREAT CONCERN OF FREDDY STEINMARK. --Regent Kilgore, joined by all members of the Board, expressed sympathetic interest and concern on learning of the illness of Freddy Steinmark, the Longhorns' defensive safety, and directed that an appropriate expression of that concern be sent to him on behalf of the Board.

REPORTS OF STANDING COMMITTEES

REPORT OF EXECUTIVE COMMITTEE (Pages 3 - 12). --The following report of interim actions taken by the Executive Committee was filed with the Secretary and was approved without objection, and the interim actions therein were ratified:

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.

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(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

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
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.			

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The University of Texas at AustinCounseling-Psychological Services
Center

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

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

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

English

Assistant Instructor Carolyn C. Osborn	9	7,000	8,000	9-1-69
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Home Economics

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

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

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

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

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

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

Assistant Professor Edward E. Triggs	9	9,000	10,000	9-1-69
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~~MAY 29 1970~~The University of Texas at Austin (continued)

<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				
54. Gabrielle G. Fulda	9	7,000	8,000	9-1-69
54. Kai J. Moser	9	7,000	8,000	9-1-69
<u>Office of the Graduate Dean</u>				
Editor II				
57. Ramsey B. Wiggins	12	7,440	8,520	9-1-69
Source of Funds: NDEA Title IV Program				
<u>Bureau of Engineering Research</u>				
Computer Operator I				
58. John M. Bradley	12	5,028	6,168	9-1-69
Source of Funds: Current Restricted Funds - BER Research Development				
<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	12	11,400	13,200	9-1-69
Source of Funds: Government Contracts Payroll Clearing Account				
<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				
55. Alfred J. D'Arezzo	12	\$14,400	\$ 17,700	9-1-69
<u>Computation Center</u>				
Computer Programmer II				
56. John H. Howard	12	8,880	10,020	9-1-69
Source of Funds: NSF Contract				
<u>Computer Assisted Instruction Laboratory</u>				
Computer Programmer II				
57. Authella M. Smith	12	10,020	11,400	9-1-69
Source of Funds: IBM and NSF Contracts				

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The University of Texas at Austin (continued)

<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>				
59 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>				
12 Director; Assistant Professor (Special Education) Windel L. Dickerson Source of Funds: VRA Contract	9	11,000	12,500	9-1-69
TRANSFER OF FUNDS:				
13 <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.				
4. <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.				

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The University of Texas at Austin (continued)

	Explanation	Present Status	Proposed Status	Effective Dates
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	Social Science Research Associate I \$5,268 (1968-69)	Social Science Research Associate I \$6,780	9/1/69
	Source of Funds: NSF Grant			
77.	Russell E. Travis Sociology	Social Science Research Associate I (1/2T) \$5,268	Social Science Research Associate I (51%) \$6,468	11/1/69
	Source of Funds: Academic Development Program - Comparative International Demo- graphic Analysis			
78.	Margaret W. Shen Zoology	Research Scientist Associate II \$8,520	Research Scientist Associate II \$10,020	11/1/69
	Source of Funds: USPHS Contract			
79.	Frances S. Rodgers Library	Senior Library Assistant \$5,784	Senior Library Assistant \$7,104	11/1/69
80.	Law School Snack Bar Transfer of Funds	From: Reserve for Major Repairs and Remodeling - Auxiliary Enterprises Fund Balance		To: Law School Snack Bar
	Amount of Transfer	\$411	\$411	---

The University of Texas at Austin (continued)

Explanation	Present Status	Proposed Status	Effective Dates
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 3,000	To: Longhorn Band - Travel	
Amount of Transfer	<u>\$11,700</u>	<u>\$11,700</u>	---

The University of Texas at El Paso

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

83. 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>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
1. Creighton Edwards Obstetrics and Gynecology	Assistant Professor	Assistant Professor	
Salary Rate	\$19,000	\$21,000	10-1-69
2. Pearl N. Boggs Pediatrics	Instructor	Instructor	
Salary Rate	\$11,500	\$12,500	10-1-69
Source of Funds: McDermott Foundation			
3. 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
4. Akio Shigematsu Biochemistry	Research Fellow	Research Fellow	
Salary Rate	\$7,500	\$9,000	11/1/69
Source of Funds: USPHS Contract			
5. Anthony N. D'Agostino Pathology	Associate Professor	Associate Professor	
Salary Rate	\$23,000	\$24,500	11/1/69
Source of Funds: Regional Medical Program Grant			
6. 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			
7. Ibrahim A. Kamberi Physiology	Visiting Assistant Professor	Visiting Assistant Professor	
Salary Rate	\$10,500	\$11,500	11/1/69

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The University of Texas Medical Branch at Galveston

<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
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

Virginia Kilgo Personnel Office	Assistant Personnel Manager	Assistant Personnel Manager	
Salary Rate	\$10,920	\$12,000	10-1-69
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

REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 13-20). --The following actions of the Academic and Developmental Affairs Committee were filed in the report of Committee Chairman Kilgore and were ratified without objection:

1. U. T. System: Chancellor's Docket No. 36. --The mail ballots did not reflect any exceptions to Chancellor's Docket No. 36, and the Docket was approved in the form distributed by the Secretary. It is attached hereto, following Page 96, and made a part of the minutes.
2. U. T. System: Report by the Executive Director of Activities of the University of Texas System Development Board. --The following written report of the activities of The University of Texas System Development Board since the last Regents' meeting on October 31, 1969, was submitted by the Development Board's Executive Director, Mr. Blunk:
 - 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, U. T. Austin, and Dallas Medical School: Dual Positions Pursuant to Article 6252-9a, Vernon's Texas Civil Statutes (Formally Referred to as Section 33, Article XVI, Constitution of Texas, Adopted November 1967). --The written list of individuals recommended by the administration to serve on state or federal boards or committees was amended at the meeting by the addition of the last two named individuals in the resolution below, and the following resolution in connection with the service of each of the individuals listed thereafter on the state or federal board or committee opposite his name was adopted. This resolution conforms to Article 6252-9a, Vernon's Texas Civil Statutes (formally referred to as Section 33, Article XVI, Constitution of Texas, Adopted November 1967):

RESOLUTION

WHEREAS, (the name of the individual) has an opportunity to serve as (the capacity in which he is serving on a state or federal board or commission):

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

a. That the said (the name of the individual) be and he is hereby authorized by the Board of Regents to serve as (the capacity in which he is serving on a state or federal board or commission) until he no longer has an opportunity to do so or until this direction and requirement is amended or revoked by the Board of Regents;

b. That the said (the name of the individual) be and he is hereby authorized by the Board of Regents to serve as (the capacity in which he is serving on a state or federal board or commission) in addition to all other duties that have been or may hereafter be assigned or required of him by the Board of Regents;

c. That the Board of Regents finds that (the name of the individual) 's service as (the capacity in which he is serving on a state or federal board or commission) is not in conflict with his employment by The University of Texas;

d. That the Board of Regents finds that (the name of the individual) 's service as (the capacity in which he is serving on a state or federal board or commission) is and will continue to be a benefit and advantage to The University of Texas System and the State of Texas.

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

<u>Name</u>	<u>Classification</u>	<u>Board or Commission</u>
Francis Austin Flynn	Director, Distributive Education Department Division of Extension	Member - Texas State Board of Licensure for Nursing Home Administrators
Carl F. Hereford	Professor of Educational Psychology	Member - Texas State Board of Examiners of Psychologists

The University of Texas (Southwestern) Medical School at Dallas

<u>Name</u>	<u>Classification</u>	<u>Board or Commission</u>
Alvin J. North	Professor of Psychology and Neurology	Member - Texas State Board of Examiners of Psychologists

4. U. T. Austin: Appropriations from Special Concessions (Formally referred to as Retained Earnings of Campus Services, Inc.). -- Authorization was given for the following appropriations from Special Concessions (formally referred to as Retained Earnings of Campus Services, Inc.) at The University of Texas at Austin:

(a) \$1,400 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 will allow \$280 to each of the five team members, and will be advanced to them by the faculty sponsor.

(b) \$1,500 to the Office of the President to be designated for the support of "college-night" activities at various high schools throughout the state.

(c) \$150 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.

(d) \$1,000 to the Students' Association Undergraduate Research Committee. This will be a matching grant, appropriated by the Students' Association from its funds.

(e) \$1,000 to pay to the transportation company transportation charges for equipment for Professor L. Joe Berry, designated Professor of Microbiology and Chairman of the Department of Microbiology.

5. Report of Meeting of Academic and Developmental Affairs Committee on November 18, 1969: Request for Recommendation Regarding College of Arts and Sciences, U. T. Austin. --The following written report was received of the Special Meeting of the Academic and Developmental Affairs Committee held in Austin on Tuesday, November 18:

At the Special Meeting of the Academic and Developmental Affairs Committee on 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 was sent to each member of the Board who was not present at the Committee meeting on November 18.

6. U. T. Austin: Amendments to General Faculty Regulations Relating to Call of Special Meetings, Protesting of Legislation, Quorum for Meetings, and Membership and Voting Privileges. -- Upon recommendation of President Hackerman, concurred in by Deputy Chancellor LeMaistre and Executive Vice-Chancellor McKetta, the General Faculty Regulations at The University of Texas at Austin were amended to read as follows:

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.

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 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.

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; (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.

7. U. T. Austin: Permission to Play in the Cotton Bowl in Dallas, January 1, 1970, and Budget Therefor. -- Upon recommendation of the Athletic Council, President Hackerman, Executive Vice-Chancellors McKetta and Walker, and Deputy Chancellor LeMaistre, the Longhorns were granted permission to play in the Cotton Bowl in Dallas January 1, 1970.

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, was approved:

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

<u>Estimated Income</u>		\$125,000
<u>Estimated Expenditures</u>		
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	
Band -		
Travel, Hotel, & Meals	9,000	
Yell Leaders	500	
Extra Compensation for Athletics Group	18,500	
Awards	12,500	
Complimentary Tickets	4,500	
Public Relations - Sports News	500	
Motion Picture & Photography Expense	1,100	
Special Events	500	
Miscellaneous	<u>1,000</u>	
Total Estimated Expenditures		\$ 78,600

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	522.00
Total			18,173.70

8. U. T. Austin: Ratification of Extension of Contract between Athletics Council and Oklahoma University. --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 was ratified. This item, though not on the agenda, was approved at the October meeting.

9. U.T. Austin, U. T. Arlington, and U. T. El Paso: Approval of Service Charge for Returned Checks. --WHEREAS, There is an increasing number of returned checks to the business offices of the general academic institutions and likewise increasing costs of collection thereof:

BE IT RESOLVED, That at The University of Texas at Austin, The University of Texas at Arlington and The University of Texas at El Paso a service charge of \$2.00 be assessed the maker of the check for each returned check and that the proceeds of the service charge be used to offset the cost of processing such checks.

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10. U. T. Arlington: Approval of a Master of Science Degree in Geology and Request for Permission from Coordinating Board to Establish Such Program. --Upon recommendation of the Chancellor's Academic Planning Council, approval was given to establish at The University of Texas at Arlington a program leading to the Master of Science Degree in Geology; and the administration was authorized to request permission from the Coordinating Board, Texas College and University System to offer this degree program.

11. U. T. Arlington: Approval of a Master of Arts Degree in Urban Affairs and Request for Permission from Coordinating Board to Establish Such Program. --Upon recommendation of the Chancellor's Academic Planning Council, approval was given to offer a Master of Arts Degree in Urban Affairs at The University of Texas at Arlington in conjunction with the Institute of Urban Studies on that campus. The administration was authorized to seek permission from the Coordinating Board, Texas College and University System to offer this degree program.

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 21-25). -- The following actions in the Buildings and Grounds Committee were filed by Regent Ikard and were ratified without objection:

1. U. T. System: Lease of Space from Browning Aerial Service for Airplane Operation Account. -- The Administration's recommendation to lease from Browning Aerial Service approximately 180 square feet of space at a monthly rental rate of not more than \$80.00 for one year beginning December 15, 1969, with a 30-day cancellation clause was approved. The rental will include janitor service and utilities except telephone service. The lease was authorized on the basis of State Board of Control Bids with the rental to be paid from the Available University Fund No. 63-0805-0050. Executive Vice-Chancellor Walker was authorized to execute the lease agreement which will be prepared by the State Board of Control.
2. U. T. Austin: Authorization for Enlargement of Dining Facility for Athletes (Adjacent to Men's Dormitory of the Beauford H. Jester Center), Additional Appropriation Therefor, and Special Committee to Award Contract. -- The following resolution was adopted:

WHEREAS, At the Regents' meeting on October 31, 1969, the Executive Director of Facilities Planning and Construction was authorized to advertise for bids on a dining facility for athletes (to be constructed adjacent to the Men's Dormitory of the Beauford H. Jester Center at The University of Texas at Austin); and

WHEREAS, A further study by the management of the dormitory and the Athletics Department has indicated a need for an additional lounge area:

BE IT RESOLVED, That the passageway connecting the Men's Dormitory to the dining facility be enlarged into a lounge area at an estimated cost of \$60,000 including furniture and Architect's fees; and

BE IT FURTHER RESOLVED:

- a. That an additional appropriation of \$60,000 be made to the project from Auxiliary Enterprises Fund of The University of Texas at Austin,
- b. That the bid opening date (previously called for December 9, 1969, and later postponed) be set for January 8, 1970, and
- c. 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.

3. U. T. Austin: Award of Contract to S & G Construction Company, for 40 Tennis Courts and Parking Lot Therefor on Land to be Acquired from the Mental Health and Mental Retardation Board. -- A contract was awarded to the low bidder, S & G Construction Company, Austin, Texas, for the construction of 40 tennis courts and a parking lot therefor at The University of Texas at Austin, 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 Contract Award	<u>\$374,234.00</u>

These tennis courts are to be located in the area between 45th Street and 51st Street on the South and North, respectively, and East of Guadalupe.

For this project, \$385,000 was appropriated from Permanent University Bond Proceeds to cover the contract awarded and miscellaneous expenses.

4. 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 recommendations of the Administration with respect to remodeling of 28,100 square feet of space in the University Junior High School Building for the College of Education, appointment of Architects and appropriation therefor and a special committee to approve plans was deferred until the January 1970 meeting.

5. U. T. Austin: Award of Contract to Rockford Furniture Associates and Dill's-Challstrom, Inc. for Furniture and Furnishings for the Remodeled South Wing of University Junior High School Building. -- For the furniture and furnishings for the remodeled South Wing of University Junior High School Building at The University of Texas at Austin, which is to be occupied by the College of Education. Contracts were awarded 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 Contract Awards	<u>\$25,428.16</u>

6. U. T. Austin: Appropriation to Office of Facilities Planning and Construction for Campus Development Plans. -- The authorization at the Regents' meeting on October 31, 1969, for an appropriation from the Available University Fund in the amount of \$50,000 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 was ratified. This item was not on the agenda, and it was again presented to the Board for ratification.

7. U. T. Austin: Approval of Preliminary Plans and Outline Specifications for Engineering Teaching Centers I and II and Additional Appropriation for Architect's Fees. -- Approval was given to the preliminary plans and outline specifications for Engineering Teaching Centers I and II at The University of Texas at Austin as prepared by the firm of Page, Southerland and Page, Project Architect. The Architect was authorized to proceed with the working drawings and specifications to be presented to the Board for approval at a later meeting. An additional appropriation of \$360,000 was authorized from Permanent University Fund Bond proceeds to cover the Architect's Fees and miscellaneous expenses through the working drawing stage.
8. U. T. Austin: Approval of Plans and Specifications for a Data Acquisition System. -- With respect to a Data Acquisition System at The University of Texas at Austin, the following resolution was adopted:
- WHEREAS, The firm of Brown and Root, Inc. was authorized in December 1966 to prepare plans and specifications for the various phases of Utility Expansion at The University of Texas at Austin; and
- WHEREAS, Under that contract in connection with Utilities Expansion all projects therein are in progress with the exception of one:
- THEREFORE, BE IT RESOLVED, That a remote control and monitoring system for utilities at The University of Texas at Austin be provided and that plans and specifications prepared for a Data Acquisition System at an estimated cost of \$250,000 prepared by the firm of Brown and Root, Inc. be approved with authorization to the Executive Director 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.
9. Dallas Medical School: Authorization to Construct a Ground Floor Addition to Cary Building, Appointment of Fisher and Spillman, Architects and Appropriation Therefor. -- A one story ground floor addition of approximately 6,000 square feet to the west end of the existing Cary Building at The University of Texas (Southwestern) Medical School at Dallas was authorized, and the firm of Fisher and Spillman, Architects, Dallas, Texas, was appointed and authorized to proceed with the preparation of working drawings and specifications to be presented to the Board for approval at a later meeting. From the Plant Fund of the Dallas Medical School, previously appropriated to Remodeling of the Cary Building, \$200,000 was appropriated to cover the cost of this project.

10. San Antonio Dental School and San Antonio Nursing School: Approval of Plans and Specifications for Space to be Remodeled in the San Antonio Medical School. --The plans and specifications for remodeling space in The University of Texas Medical School at San Antonio building for use by The University of Texas Dental School at San Antonio and The University of Texas (Clinical) Nursing School at San Antonio were approved. These plans had been prepared by Bartlett Cocke and Associates and Phelps and Simmons and Associates for the completion of approximately 22,000 square feet. The Executive Director of the Office of Facilities Planning and Construction was authorized to advertise for bids to be presented to the Board or the Executive Committee for consideration at a later date. (By providing this space, the San Antonio Dental School and the San Antonio Nursing School can actually begin classes in September 1970.)

11. Galveston Medical Branch: Approval of Plans and Specifications for Air Conditioning Kitchen of John Sealy Hospital. --Approval was given to the plans and specifications that had been prepared by the Galveston Medical Branch Physical Plant staff for air conditioning the kitchen of the John Sealy Hospital and the Executive Director of the Office of Facilities Planning and Construction was authorized to advertise for bids to be presented to the Board or the Executive Committee for consideration at a later date.

Funds for this project in the amount of \$60,000 were authorized from the appropriation of \$773,000, authorized by the Regents at their meeting on October 31, 1969, from Plant Funds at The University of Texas Medical Branch at Galveston.

12. Galveston Medical Branch: Lease with The Sealy and Smith Foundation in the Sealy and Smith Professional Building for Additional Space for The Marine Biomedical Institute. --Approval was given either to amend the existing lease or to authorize a new lease through the State Board of Control with The Sealy and Smith Foundation for approximately 7,300 square feet of laboratory space on the fifth floor of the Sealy and Smith Professional Building at 35¢ per square foot payable from State appropriations. The term of the lease shall be for a period beginning February 1, 1970 through a date no later than August 31, 1973 with a thirty day cancellation clause. Executive Vice-Chancellor Walker was authorized to execute the new lease document.

13. Galveston Medical Branch: Appointment of Appraisers for Land Acquisition. --The recommendation with respect to the appointment of appraisers for the acquisition of approximately seven blocks of land adjacent to the campus of The University of Texas Medical Branch at Galveston was deferred until the January 1970 meeting.

14. Galveston Medical Branch: Preliminary Plans and Specifications Authorized for Residential Quarters, Addition to John Sealy Hospital, a Children's Hospital, and an Administration Building. --In connection with the expansion and building program of the John Sealy Hospital to be funded by a grant from The Sealy and Smith Foundation (Permanent Minutes, Volume No. XVII, Page 541) authority was given to proceed with preliminary plans and outline specifications for Residential Quarters, an addition to the John Sealy Hospital (to include probably from 200-250 new beds), a Children's Hospital, and an Administration Building at The University of Texas Medical Branch at Galveston. (See Page 78 for the appointment of architects for these projects.)
15. Policy Procedure Re Building Plans. --Chairman Erwin suggested that there be established a procedure at Austin so that the appropriate officials concerned and other appropriate individuals can see the plans of all buildings that are submitted to the Board for approval. Committee Chairman Peace said that such a procedure would be set up.
16. Selection of Architects. --Several members of the Board requested that in the future, the appointment of architects be handled as a personnel item in the Committee of the Whole.

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 26-33). -- Committee Chairman Ikard filed the following report of the Land and Investment Committee with the Secretary. Without objection, the actions in the report were ratified. The Vice-Chancellor for Investments, Trusts and Lands was authorized to execute all necessary instruments relating to real estate or mineral interest held or controlled by the Board of Regents as a part of the Permanent University Fund or as a part of any Trust or Special Fund when such instruments are approved by the appropriate official:

I. Permanent University Fund

A. Investment Matters

1. Report on Permanent University Fund Investments for the Fiscal Year Ended August 31, 1969. -- A report on the Permanent University Fund investments for the fiscal year September 1, 1968 - August 31, 1969, was received in a bound volume. This report summarizes all investment transactions for the fiscal year during which periodic reports of investments are submitted to the Board for approval. Vice-Chancellor Shelton commented on the general fiscal situation as reflected in this report.

2. Report on Clearance of Monies to Permanent University Fund and Available Fund. --The following report with respect to monies cleared by the General Land Office to the Permanent University Fund for the current fiscal year through October, 1969, was received:

<u>Permanent University Fund</u>	October, 1969	Cumulative This Fiscal Year	Cumulative Preceding Fiscal Year (Averaged)
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 -
Total - Permanent University Fund	<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
Total - Available University Fund	<u>\$ 6,576.01</u>	<u>\$ 37,297.76</u>	<u>\$ 78,529.62</u>
TOTAL - Permanent and Available University Funds	<u><u>\$ 1,512,062.94</u></u>	<u><u>\$ 2,626,186.07</u></u>	<u><u>\$ 3,005,990.26</u></u>
<u>Oil and Gas Development - October 31, 1969</u>			
Acres Under Lease	644,614		
Number of Producing Acres	317,568		
Number of Producing Leases	1,403		

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B. Land Matters

1. Easements and Surface Leases Nos. 3013-3028 and Material Source Permits Nos. 364-367. --Easements and Surface Leases Nos. 3013-3028 and Material Source Permits Nos. 364-367 were approved as follows: (All are at the standard rates, unless otherwise stated, and 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.) The Vice-Chancellor for Investments, Trusts and Lands was authorized to execute the instruments:

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

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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.)
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.

MATERIAL SOURCE PERMITS

No.	Grantee	County	Location	Quantity	Consideration
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

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2. Assignment of Surface Lease No. 2690 from Avary and Allgood to A. D. Brown Warehouse Company (Pyote Air Base property, Ward County). --Approval was given to assign effective October 1, 1969, 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.

3. Assignment of Grazing Lease No. 947 from R. L. Walker to Rod Richardson, Pecos County. --Approval was given to assign 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" for a consideration to the University of \$3,571.33, being one-half of the bonus being paid for the assignment. The agreement with the Assignee is that he will expend a minimum of \$9,000. for ranch and soil conservation programs on the ranch within the next 5 years.

4. Continuation of Pasture Rotation Program as to Leases Nos. 1002, 1011, 1014, and 1026. --The following resolution was adopted:

WHEREAS, The Board of Regents in December 1964 authorized certain Lessees of Grazing Leases Nos. 1002, 1011, 1014, 1026, and three other leases to engage in a pasture rotation program with respect to all or part of the acreage covered by their leases; and

WHEREAS, Reductions were at 50% of the standard rental on the acreage involved and were to continue only until December 1, 1969; and

WHEREAS, The Vice-Chancellor for Investments, Trusts and Lands joined by the Land Agent recommends that the program be continued for the Lessees of Grazing Leases Nos. 1002, 1011, 1014, and 1026 until the expiration of each current lease on the basis of a 25% reduction rather than 50%:

BE IT RESOLVED, That the program be continued under the following leases:

<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>

5. Report Relating to Expiring Grazing Leases (Nos. 910, 912-916, 916-A, 917-925). --The following report was received with respect to Grazing Leases Nos. 910, 912-916, 916-A, and 917-925 that will expire on December 31, 1969. This item was not on the agenda, and it will be presented at the January meeting for ratification.

Lease No.	Lessee	County	Acreage
910	L. D. Brooks, Clifton B. Brooks and Larry C. Brooks	Crockett	23,124.50
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.

Trusts and Special Funds

A. Real Estate Matters

1. U. T. El Paso: Right-Of-Entry to City of El Paso for Sewer Line (Part of Lease to N. C. Ribble, Frank B. Cotton Trust). --The following resolution was adopted:

WHEREAS, A tract of approximately 51,000 square feet in the lease of the Cotton Addition to N. C. Ribble will be involved in the new Border Highway at El Paso, Texas; and

WHEREAS, Mr. Ribble and his subtenants involved have given permission to the City of El Paso for a right-of-entry for a sewer line without payment of any consideration:

BE IT RESOLVED, That the Board of Regents authorize, without charge a right-of-entry to a strip to this said tract of land, a strip 70' x 420', to the City of El Paso so that the City can begin construction of a gravity-flow 36" sewer line prior to actual street construction.

2. U. T. Austin: Report of Special Committee Regarding Land Use Study of the Brackenridge Properties. --The report on the status of the study by a Special Committee on land use of the Brackenridge and Balcones properties was deferred until the January 1970 meeting.

II. Other Matters

A. Reports

1. 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, as submitted by the Executive Director of Investments, Trusts and Lands were approved by mail ballot and are attached to (Attachment No. 2) and made a part of the minutes following Page N-1 of Attachment No. 1.

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS. -- Regent Peace reminded the members of the Board that the Fifty-Seventh Public Auction of Oil and Gas Leases on University Lands would be held on Tuesday, December 16, 1969. These sales provide sizeable sums of money for both The University of Texas System and the Texas A & M University System.

REPORT OF MEDICAL AFFAIRS COMMITTEE (Pages 34-43). --The following actions of the Medical Affairs Committee in the report filed by Committee Chairman Josey were ratified without objection:

1. U. T. System: Affiliation Agreement with Scott and White Clinic, Scott and White Memorial Hospital and Scott, Sherwood and Brindley Foundation. --Approval was given to the agreement on Pages 34-40 between the Board of Regents of The University of Texas System and the Scott and White Clinic, Scott and White Memorial Hospital and Scott, Sherwood and Brindley Foundation; and the Chairman of Board was authorized to execute this instrument when it had been approved as to form by a University attorney and as to content by Deputy Chancellor LeMaistre and Executive Vice-Chancellor Walker.

THE STATE OF TEXAS X
 (
COUNTY OF BELL X

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:

Approved as to Content:


University Attorney

Deputy Chancellor

Executive Vice-Chancellor
for Fiscal Affairs

2. San Antonio Medical School: Agreement with the National Institute of Mental Health Clinical Research Center, Fort Worth, Texas. -- The following agreement on Pages 41-43 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 at Fort Worth, Texas, was approved. The Chairman of the Board was authorized to execute this instrument which had been approved as to form by Attorney Waldrep and as to content by Deputy Chancellor LeMaistre and Executive Vice-Chancellor Walker.

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:

[Signature]
University Attorney

Approved as to Content:

Charles LeMaistre
Deputy Chancellor

[Signature]
Executive Vice-Chancellor for Fiscal Affairs

COMMITTEE OF THE WHOLE
(Pages 44-96)

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

REGENTS' RULES AND REGULATIONS, PART ONE: AMENDMENTS TO CHAPTER I, SUBDIVISION 8.61, CHAPTER III, SUBSECTION 31.(17), AND CHAPTER VI, SECTIONS 3 AND 6. --The necessary rules were suspended and the following amendments to the Regents' Rules and Regulations, Part One were adopted as follows, to be immediately effective:

(a) Chapter I, subdivision 8.61 was amended to read as follows:

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 so they will receive it 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.

(b) Chapter III was amended by deleting subsection 31.(17) and by renumbering the remaining subsection 31.(17).

(c) Chapter VI, Section 3 was amended

(1) by conforming Section 1 of subdivision 3.(17)(1) of subsection 3.(17) to the exact language of H. B. No. 57, Acts of the 61st Legislature, Regular Session, 1969, 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) by conforming Section 1 of subdivision 3. (17)(2) of subsection 3. (17) to the exact language of H. B. No. 141, Acts of the 61st Legislature, Regular Session, 1969, 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 public vocational and technical school or institute.

- (3) by adding a new Section 6 and a new Section 7 to subdivision 3. (17)(2) 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 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.

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.

- (4) by adding a new subsection [3. (19)] to read 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).

- (d) Chapter VI, Section 6, was amended by adding Section 2, Chapter VII, Part Two of the Rules and Regulations as a new subsection 6. 5 to read as follows: (See Page 55.)

- 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.

REGENTS' RULES AND REGULATIONS, PART TWO: AMENDMENTS TO CHAPTERS IV, V, VI, VII, X, AND XI. --The following amendments to the Regents' Rules and Regulations, Part Two were adopted:

- (a) Of Chapter IV, Section 1, subsections 2.4 and 3.2, subdivision 3.33, subsections 6.1, 6.2 and 6.3, and Section 9 were amended to read as follows: (The paragraph indentation reflects the same indentation as in the Official Copy of the Rules and Regulations.)

- 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.
- 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.
- 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.
- 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 and with the Secretary to the Board of Regents.
- 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 Affairs or his delegate.
- 6.3 A requisition shall be submitted to the purchasing office 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.
- 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.

(b) Chapter IV was amended by adding new Sections 13, 14 and 15 to read as follows:

ec. 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.

ec. 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."

ec. 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.

(c) Of Chapter V, subdivisions 1.122, 1.123, 1.142, 1.152, 1.212, 1.224, 1.242, 1.252, 1.26, 2.11, 2.31, and subsections 3.2 and 3.3 were amended to read as follows:

1.122 Write all job descriptions.

1.123 Allocate all positions to the proper job classification.

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

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

1.212 Type of Plan. --Uniform use shall be made of the job grading procedure method system of job evaluation. Job descriptions shall be prepared according to the Procedure for Writing Job Specifications provided by the System Personnel Office of The University of Texas System.

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

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.
1. 252 Functional direction and help on technical personnel matters shall be provided each classified personnel officer by the System Personnel Director.
1. 26 System Personnel Director. --The System Personnel Director serves as a staff officer advising the Chancellor and the Deputy Chancellor through the Executive Vice-Chancellor for Fiscal Affairs on the Classified Personnel programs, Workmen's Compensation insurance, and staff benefits, for each of the component institutions of the system.
2. 11 As approved by the Board of Regents, The University of Texas System shall carry a blanket position (fidelity) bond that 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 Executive Vice-Chancellor for Fiscal 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.
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 engaged in authorized training or duty, or ordered or authorized by proper authority. During such periods, the employee is absent without loss of efficiency rating, vacation time, or salary, and when relieved from military duty, is restored to the position and status he previously held.
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, Subsections 15.3 and 19.3).
3. 3 Advocating Overthrow of the Government. --"None of the funds appropriated to the agencies and institutions of higher education enumerated in this Act 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."

- (d) Of Chapter V, subsections 1.1 and 1.2 were amended by adding new subdivisions 1.166 and 1.243 respectively, to read as follows:

1.166 A program of employee benefits.

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.

- (e) Of Chapter V, Section 3 was amended by deleting subsection 3.4.

- (f) Of Chapter VI, subsections 1.3 and 1.4, subdivision 1.74, subsection 1.8, Section 2 and its subsections, subsections 3.1 and 3.2, Section 4 and its subsection, subsections 5.5, 5.7, 5.8, 5.11, 5.12, and 8.1 were amended 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 per year, with the maximum contribution of \$1,500 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 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.

1.74 With 20 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.

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.

Sec. 2. Optional Retirement Program

- 2.1 Pursuant to Chapter 729, Acts of the 60th Legislature, Regular Session, 1967 (Article 2922-li, 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.
- 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 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. 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.

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.
- 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 approved by the Board of Regents. The physician's fee 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.

- 5.7 The percentage of annual payroll, within the 2 per cent mentioned in subsection 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 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.
- 5.8 Physicians are designated for treatment and care of injured employees upon recommendation of the supervisor and approval of the System Personnel Director 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.
- 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.
- 5.12 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 nor less than \$12 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. Benefits may be paid for no longer than 401 weeks from date of removal from payroll 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.
- 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 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.

- (g) Chapter VI was amended by adding a new subsection 1. 10 and a new Section 9 and its subsections 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.

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.

- (h) Chapter VII was amended by deleting Section 2 and its subsections and by renumbering the remaining sections and their subsections accordingly. (See Page 45.)
- (i) Of Chapter VII, subsections 3.1, 3.3, 5.2, and 5.4 and Section 7 were amended 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), 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.
- 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 or more per unit is equipment subject to inventory. Items that are worn out or discarded shall be deleted in accordance with instructions furnished.
- 5.2 The terms of the policies covering the risks indicated above are negotiated by the Executive Vice-Chancellor for Fiscal Affairs or his delegate in accordance with procedures approved by the Chancellor or the Deputy Chancellor and the Board of Regents.
- 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.

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

- (j) Of Chapter X, Sections 4 and 6 and subsections 8.1, 8.4, 9.5, 9.7, 9.9, 9.10, and 10.1 were amended 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.

Sec. 6. The money values of meals, lodging, and other services that 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.

- 8.1 At least eighteen copies of the minutes of all meetings of the Board of Directors of Texas Student Publications, Inc., shall be delivered promptly to the President of The University of Texas at Austin for

distribution to the Chancellor, the Deputy Chancellor, the Executive Vice-Chancellor for Academic Affairs, the members of the Board of Regents, the Secretary to the Board of Regents, and such members of the U. T. Austin administration as the President of The University of Texas at Austin 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.

- 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 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.
- 9.5 At least eighteen 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, the Deputy Chancellor, the Executive Vice-Chancellor for Academic Affairs, the members of the Board of Regents, the Secretary to the Board of Regents, and such other members of the U. T. Austin 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.
- 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.
- 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.

- 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.
- 10.1 At least eighteen 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, the Executive Vice-Chancellor for Academic Affairs, the members of the Board of Regents, the Secretary to the Board of Regents, and such other members of the U. T. Austin administration as the President of The University of Texas at Austin may direct.

(k) Of Chapter XI, Sections 1, 3, and 5 were amended to read as follows:

- ec. 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.
- ec. 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.
- ec. 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 Affairs, the System Comptroller shall negotiate all such overhead rates for the component institutions of The University of Texas System.

BOARD OF REGENTS: PROCEDURE CHANGED FOR SUBMITTING MATERIAL SUPPORTING THE AGENDA (AMENDMENT TO REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER I, SUBDIVISION 8.61, PAGE 44). --It was ordered 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 was further ordered that the necessary rules be waived and that the Regents' Rules and Regulations, Part One, Chapter I, subdivision 8.61 be so conformed. (See Page 44 .)

U. T. SYSTEM: SPECIAL REGENTAL COMMITTEE (REGENTS IKARD, GARRETT AND KILGORE) TO CONSIDER FUTURE ROLE OF WASHINGTON OFFICE. --A brief written report was received from Vice-Chancellor Vowell with respect to three possibilities of the Washington office of The University of Texas System.

Chairman Erwin was authorized to name a Special Regental Committee to study the future role and scope of the Washington Office of The University of Texas System and to make recommendations to the Board.

Chairman Erwin named the following members:

Regent Ikard, Chairman
Regent Garrett
Regent Kilgore

U. T. SYSTEM: RECOMMENDATIONS WITH RESPECT TO OFFICIAL FLAG AND OFFICIAL SEAL OF ALL COMPONENT INSTITUTIONS. -- It was requested that the Administration's recommendations with respect to the adoption of official flags and seals for all the component institutions of The University of Texas System be referred for further study to a special committee to be appointed.

BOARD OF REGENTS, SYSTEM ADMINISTRATION, AND U. T. AUSTIN: RESOLUTION OF COMMENDATION WITH RESPECT TO EXPANSION OF MEMORIAL STADIUM. --Deputy Chancellor LeMaistre reported that the following resolution passed by the Officers and Board of Directors of the Longhorn Club on November 11, 1969, had been received. The resolution is signed by those Directors and Officers present, and 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 58-64 .

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:

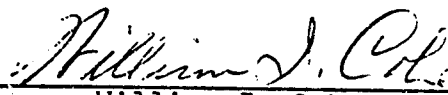
NOW, THEREFORE, BE IT RESOLVED by the State Board of Directors of the Longhorn Club, assembled in its annual meeting at Austin, Texas, on November 15, 1969,

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

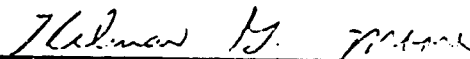
described expansion of Memorial Stadium;

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

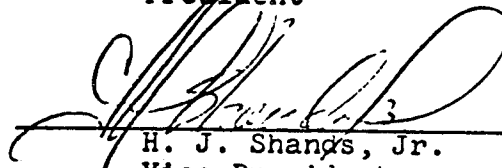
3. That the State Board of Directors of the Longhorn Club does applaud and commend the Board of Regents and Administration of The University of Texas System and the Administration and Faculty of The University of Texas at Austin for the exemplary way in which they have and are managing the affairs of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



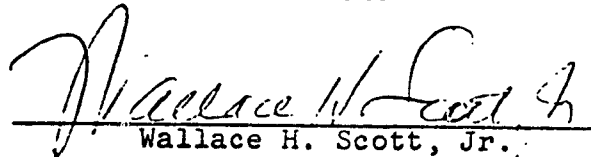
William I. Cohen
Chairman, Board of Directors



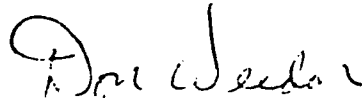
Hilmar G. Moore
President



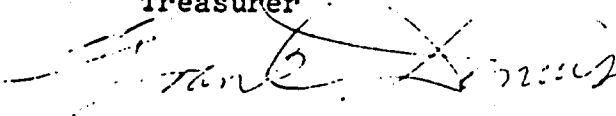
H. J. Shands, Jr.
Vice President



Wallace H. Scott, Jr.
Executive Secretary



Don Weedon
Treasurer



Annice E. Cook
Signature

John G. Lawrence
Signature

William G. Holt
Signature

William G. Holt
Signature

William G. Holt
Signature

Paul F. Lawrence
Signature

Lawrence
Signature

Mary Hart
Signature

E. P. (Armer)
Signature

James L. ...
Signature

Walter D. Smith
Signature

Louis Markes
Signature

Robert C. ...
Signature

W. G. ...
Signature

W. G. ...
Signature

Charles ...
Signature

Raymond ...
Signature

Buddy Jungnickel
Signature

Members of the Board of Directors of the State Longhorn Club who asked that their names be affixed to the resolution:

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P. O. Box 14291
Houston, Texas 77021

U. T. SYSTEM: RULES AND REGULATIONS REGARDING THE USE AND OPERATION OF THE UNIVERSITY AIRCRAFT (BEACHCRAFT KING AIR 100). --Rules and Regulations regarding the use and operation of the University airplane (Beachcraft King Air 100) were adopted as set out below:

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

U. T. SYSTEM AND DALLAS MEDICAL SCHOOL: ACCEPTANCE OF H. E. W. GRANT NO. 1 G04 LM 00785-01 AND APPOINTMENT OF DOCTOR DONALD HENDRICKS AS DIRECTOR OF THE SOUTH CENTRAL REGIONAL MEDICAL LIBRARY PROGRAM. --Approval was given to accept from the U.S. Department of Health, Education and Welfare, National Library of Medicine, Grant No. 1 G04 LM 00785-01 for the period January 1, 1970, through December 31, 1971, in the respective amounts of \$158,509 and \$149,000. The South Central Regional Medical Library Program is to be developed at The University of Texas (Southwestern) Medical School at Dallas. (Authorization was given in March 1968 to negotiate for the establishment of a Regional Medical Center at Dallas Medical School).

Doctor Donald Hendricks was named Director of the South Central Regional Medical Library Program effective February 1, 1970.

U. T. AUSTIN LAND ACQUISITION (SENATE BILL NO. 666, 61ST LEGISLATURE, R. S., 1969): AUTHORIZATION FOR EXCHANGE OF PROPERTY (INTERSECTION OF EXPOSITION BOULEVARD AND 35TH STREET) WITH TEXAS DEPARTMENT OF MENTAL HEALTH AND MENTAL RETARDATION. --With respect to the authorization granted under Senate Bill No. 666, 61st Legislature, R. S., 1969, the following resolution was 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.

U. T. AUSTIN: VENDING MACHINE CONTRACT WITH THE EX-STUDENTS' ASSOCIATION. --The following resolution was adopted:

WHEREAS, At the Regents' meeting 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; and

WHEREAS, Negotiations have been carried on with the Ex-Students' Association and an agreement has been prepared patterned after the arrangement with the Ex-Students' Association 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 are paid to The University of Texas at Austin:

BE IT RESOLVED, That such agreement between the Ex-Students' Association of The University of Texas and The University of Texas at Austin as set out below be approved and that the Chairman of the Board be authorized to execute the same after it has been approved as to form by a University attorney and as to content by Deputy Chancellor LeMaistre: (Pages 68-73)

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:

U. T. AUSTIN: REQUEST FROM LOWER COLORADO RIVER AUTHORITY TO PURCHASE ACREAGE (BRACKENRIDGE TRACT). --Mr. Sim Gideon of the Lower Colorado River Authority appeared in person to request consideration of the Board to sell to the Lower Colorado River Authority a tract of approximately 1.28 acres that lies immediately adjacent to the Lower Colorado River Authority property. This property is needed for expansion. Regent Peace indicated this would be considered at the January meeting when he reports on the study being made of the Brackenridge Tract.

U. T. AUSTIN: REPORT BY JOE BELDEN OF STUDY OF ALUMNI. --Mr. Jack Maguire, Executive Director of the Ex-Students' Association, presented Mr. Joe Belden. Mr. Belden gave a brief summary of the report of the study that he had made of the alumni of The University of Texas at Austin. It was noted that the biggest objection to the University is that it is too big, but the Regents are constantly being besieged by those who are angry because their sons and daughters cannot be admitted.

SOUTH TEXAS MEDICAL CENTER: PERMISSION TO SAN ANTONIO MEDICAL FOUNDATION TO SELL TO THE AMERICAN MEDICORE, INC., A SITE FOR PRIVATE HOSPITAL. --The request of the San Antonio Medical Foundation for permission to sell to American Medicore, Inc. approximately 16 acres owned by the San Antonio Medical Foundation within the South Texas Medical Center for the purpose of constructing a private hospital was granted. This approval by the Board of Regents is required under the terms of the contract between The University of Texas System and the San Antonio Medical Foundation.

DALLAS MEDICAL SCHOOL: REVISED MASTER PLAN (ENROLLMENT OF ENTERING STUDENTS). --The preliminary Master Plan for The University of Texas (Southwestern) Medical School at Dallas was amended to the extent necessary to bring it in line with the following:

1. The Dallas Medical School will begin taking 150 entering students in 1973 and 200 entering students in 1975.
2. It is contemplated that by 1975 there will be constructed the following:
 - a. Additional Animal Care Facilities
 - b. Expanded Clinical Science Space
 - c. Remodeled Cary Building
 - d. Expanded Physical Plant - Support Facilities

3. The funding of the construction of Phase I, which is to be completed by 1973, of the building program was amended to be as follows:

Estimated Cost and Funding

Project	Total Cost	Grant Request	U. T. Funds	Other Funds
Florence Bioinformatics Center				
Jan., 1969	\$7,000,000	\$3,000,000	\$1,100,000	\$2,900,000
Oct., 1969	7,175,000	3,913,940	361,060	2,900,000
Dec., 1969	7,175,000	3,567,870	707,130	2,900,000
Basic Science Teaching Unit and Four Lecture Rooms				
Jan., 1969	13,100,000	5,700,000	2,300,000	5,100,000
Oct., 1969	18,554,000	10,126,130	3,327,870	5,100,000
Dec., 1969	18,554,000	12,300,930	1,153,070	5,100,000
Academic and Administration Unit				
Jan., 1969	1,900,000	550,000	1,350,000	--
Oct., 1969	2,014,000	1,098,700	915,300	--
Dec., 1969	2,014,000	1,001,330	1,012,670	--
Auditorium and Cafeteria				
Jan., 1969	2,700,000	700,000	1,400,000	600,000
Oct., 1969	3,313,000	1,795,120	917,880	600,000
Dec., 1969	<u>3,313,000</u>	<u>1,434,000</u>	<u>1,279,000</u>	<u>600,000</u>
Subtotal				
Jan., 1969	24,700,000	9,950,000	6,150,000	8,600,000
Oct., 1969	31,056,000	16,933,890	5,522,110	8,600,000
Dec., 1969	31,056,000	18,304,130	4,151,870	8,600,000
Renovate Cary	1,700,000			
Physical Plant Expansion	<u>580,000</u>			
Total Phase I Program	<u>\$33,336,000</u>			

As indicated in the foregoing schedule, the total cost of the Phase I Program is estimated at \$33,336,000 to be funded by U. T. Funds of \$4,151,870, Grant Funds of \$18,304,130 and Other Funds of \$8,600,000. The Other Funds are expected to be raised in the Dallas Medical community under the leadership of the Southwestern Medical Foundation, of which \$1.1 million has already been raised, and the remaining \$7.5 million will be raised in a 1971 campaign in Dallas.

U. T. PERMIAN BASIN: ACCEPTANCE OF DEEDS TO MCKNIGHT SITE. --
With respect to the McKnight site that had been selected by the Board of Regents for the establishment of The University of Texas of the Permian Basin (authorized by House Bill No. 157, 61st Legislature, Regular Session, 1969), the following resolution was adopted accepting deeds to this site and enumerating conditions to be met before activation and operation of The University of Texas of the Permian Basin shall be taken:

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.

(Prior to the adoption of the foregoing resolution, Mr. Sealy spoke briefly at the meeting and asked the Regents that if they determined that the McKnight site could not be used that they consider the Midway site, the County Line site and the Faudree site. Representative Richard Slack of Pecos, Texas, then expressed his gratitude to the Regents for their time and effort. He stated that the decision on the site is one for the Board to make, and he promised his unqualified support for whatever the decision might be. Representative Slack said that he felt sure he was speaking for the people of West Texas.)

GALVESTON MEDICAL BRANCH: APPOINTMENT OF (1) THE FIRM OF PIERCE, GOODWIN AND FLANAGAN OF HOUSTON, TEXAS, FOR RESIDENTIAL QUARTERS AND FOR ADDITION TO JOHN SEALY HOSPITAL, (2) THE FIRM OF GOLEMAN AND ROLFE OF HOUSTON, TEXAS, FOR THE CHILDREN'S HOSPITAL, AND (3) THE FIRM OF RAPP, TACKETT AND FASH OF HOUSTON AND GALVESTON, TEXAS, FOR THE ADMINISTRATION BUILDING. --Project Architects for the four projects approved by the Buildings and Grounds Committee in connection with the expansion and building program of the John Sealy Hospital at The University of Texas Medical Branch at Galveston (Page 25) were named as follows:

1. The firm of Pierce, Goodwin and Flanagan of Houston for Residential Quarters.
2. The firm of Pierce, Goodwin and Flanagan of Houston for an addition to John Sealy Hospital.
3. The firm of Goleman and Rolfe of Houston for the Children's Hospital.
4. The firm of Rapp, Tackett and Fash of Houston and Galveston for the Administration Building.

HOUSTON MEDICAL SCHOOL: CONTINUED NEGOTIATIONS WITH HOUSTON ACADEMY OF MEDICINE FOR MEDICAL LIBRARY RESOURCES. --Deputy Chancellor LeMaistre reported that he was continuing his negotiations with the Houston Academy of Medicine at the Texas Medical Center, Inc., and was hopeful that a mutually acceptable plan for a single library source could be developed. The Board accepted Deputy Chancellor LeMaistre's recommendation that he be allowed to continue his negotiations for adequate library space from the Texas Medical Center, Inc., and at the same time to plan to include space in the Houston Medical School for a Medical Library Resources.

ITEMS FOR THE RECORD. --The following items were approved by the Committee of the Whole as indicated and are included herein for the record and for ratification:

1. 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.

2. 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 corporations 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.
3. 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
James Chambers
Charles Max Cole
Don Cowan
M. K. Curry, Jr.
Joe M. Dealey
Wm. Elliott
Earl Forsythe
S. T. Harris
Dan L. Hearn
Herbert Hunt
Mrs. John Leddy Jones
Erik Jonsson
Edmund J. Kahn
James W. Keay

Edward S. Marcus
Mark Martin
L. B. Meaders
James M. Moudy
Raymond Nasher
R. W. Olson
H. R. Perot
L. T. Potter
W. Dewey Presley
Bill J. Priest
Wm H. Seay
Willis M. Tate
Lee Turner
Dan Williams
Toddie Lee Wynne, Jr.

- 4. 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 80-86) and the deed attached thereto (Pages 87-91) 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

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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:

COMMISSIONERS' COURT OF
DALLAS COUNTY

Jon G. Ellis
County Clerk

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 Parsons
University Attorney

Approved as to Content:

Charles LeMaistre
Deputy Chancellor

E. 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 South-easterly 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 North-easterly 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

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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:

Richard M. Nelson
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.

Notary Public in and for
Travis County, Texas

5. 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 92-95.

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

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By _____
Chairman

ATTEST:

Adelle S. Barnett
Secretary

CENTER PAVILION HOSPITAL,
By Jessie L. ...
Director

Approved as to Form:

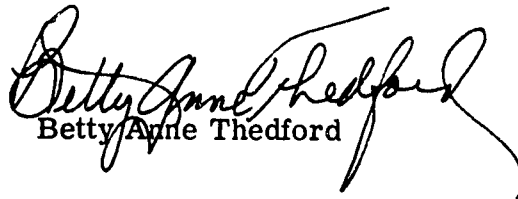
Lawrence ...
University Attorney

Approved as to Content:

Richard ...
President
The University of Texas
M. D. Anderson Hospital
and Tumor Institute

SCHEDULED MEETINGS OF THE BOARD. --The meeting previously scheduled on January 23, 1970, was changed to January 24, 1970, in Houston. In addition to the meeting set for March 6, 1970, a meeting was also scheduled for April 17, 1970, in Austin.

ADJOURNMENT. --There being no further business, the meeting was adjourned at 2:40 p. m.


Betty Anne Thedford

December 16, 1969