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Meeting No. 771

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

Pages 1 - 176

October 23-24, 1980

Austin, Texas

MEETING NO. 771

THURSDAY, OCTOBER 23, 1980.--The Board of Regents of The University of Texas System convened in regular session at 10:10 a. m. on Thursday, October 23, 1980, in the Regents' Meeting Room on the ninth floor of Ashbel Smith Hall in Austin, Texas, with the following in attendance and Chairman Williams presiding:

ATTENDANCE.--Present

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

Absent

Secretary Thedford

Chancellor Walker

Chairman Williams announced a quorum present and called the meeting to order.

Resolutions

MEMORIAL RESOLUTION TO FRANK C. ERWIN, JR., FORMER MEMBER AND CHAIRMAN OF THE BOARD OF REGENTS.--Chairman Williams presented the following resolution:

RESOLUTION

WHEREAS, Friends of higher education across Texas mourn the loss of Frank C. Erwin, Jr., who died October 1, 1980; and

WHEREAS, Frank C. Erwin, Jr., served for twelve years as a member of the Board of Regents of The University of Texas System and for over four years as Chairman; and

WHEREAS, Frank C. Erwin, Jr., devoted much of his professional and personal life to improving and strengthening The University of Texas System; and

WHEREAS, Frank C. Erwin, Jr., did much during his life to make The University of Texas truly a University of the First Class; now, therefore, be it

RESOLVED, That the Board of Regents of The University of Texas System meeting in Austin this 23rd day of October, 1980, does pay tribute to the memory of this outstanding alumnus of The University and does recognize his contribution; and, be it further

RESOLVED, That the Board of Regents does express its sympathy and condolences to the family of Frank C. Erwin, Jr., with a copy of this resolution. We share with them a deep sense of loss.

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After a moment of silent tribute to Frank C. Erwin, Jr., and upon motion of Regent Sterling, seconded by Regent Hay, the resolution was unanimously adopted.

RECESS FOR COMMITTEE MEETINGS (BUILDINGS AND GROUNDS COMMITTEE AND COMMITTEE OF THE WHOLE IN EXECUTIVE SESSION).--Chairman Williams announced that the Board would recess for the meeting of the Buildings and Grounds Committee to consider those items listed on that Committee's agenda in the Material Supporting the Agenda and any other items that might have been assigned to that Committee. At 12:25 p. m., the Buildings and Grounds Committee adjourned after having considered all items except three which were held over.

Following the meeting of the Buildings and Grounds Committee, Chairman Williams stated that the Board would recess and that immediately following lunch, the Board would resolve into Executive Session of the Committee of the Whole but would not reconvene as a Board until 9:00 a. m. on Friday, October 24, 1980.

The Board then recessed for lunch and immediately thereafter the Committee of the Whole met in Executive Session in the Regents' Committee Room pursuant to V.T.C.S., Article 6252-17, Sections 2(e), (f) and (g) to discuss:

1. Pending and/or Contemplated Litigation - Section 2(e)
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

Since the Committee did not finish its business on Thursday afternoon, October 23, it recessed until 8:30 a. m. on Friday, October 24, for further discussion.

* * * * *

Friday, October 24, 1980

The Board of Regents reconvened in regular session at 10:30 a. m. on Friday, October 24, 1980, at the same place and with the same attendance as at the meeting on Thursday, October 23, 1980.

BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING ON SEPTEMBER 4-5, 1980.--Upon motion of Vice-Chairman Law, seconded by Regent Powell, the Minutes of the regular meeting of the Board of Regents of The University of Texas System held on September 4-5, 1980, in Richardson, Texas, were approved as distributed by Secretary Thedford. The official copy of these Minutes is recorded in the Permanent Minutes, Volume XXVIII, Pages 1 - 670 .

Attendance

INTRODUCTION OF FACULTY AND STUDENT REPRESENTATIVES AND OTHER GUESTS.--Chairman Williams called on the chief administrative officers of the component institutions to introduce their respective faculty and student representatives and any other guests:

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U. T. Arlington

President Nedderman introduced:

- Faculty Representative: Dr. Bill Pinney, Chairman Faculty Senate
- Student Representatives: Mr. Greg Miller, President Student Congress
- Ms. Jodee Sharp, Vice President Student Congress
- Mr. Bruce Howie, Student Congress
- Ms. Karen Rayl, Staff Writer Shorthorn
- Mr. Rickey Windle, Contributing Editor, Shorthorn

U. T. Austin

President Flawn introduced:

- Faculty Representative: Dr. Ray Sommerfeld, Chairman Graduate Assembly
- Student Representatives: Mr. Mark Cassidy, President Senior Cabinet
- Ms. Kathy Shwiff, General Reporter, The Daily Texan

U. T. Dallas

President Jordan introduced:

- Faculty Representative: Dr. Dennis Kratz, Speaker of the Faculty
- Student Representatives: Mr. Mark Mooring, Vice President Student Government
- Ms. Jeanine Short, Secretary Student Government

U. T. El Paso

President Monroe introduced:

- Faculty Representatives: Dr. Larry Ellzey, Chairman Faculty Senate
- Dr. James Day, Chairman-elect Faculty Senate

U. T. San Antonio

President Wagener introduced:

Faculty Representative: Dr. William G. Mitchell
Secretary to The University
Assembly and General Faculty

Student Representative: Mr. Ronald K. Garcia, President
Student Representative Assembly

U. T. Tyler

President Stewart introduced:

Faculty Representative: Dr. John H. Spurgin, Associate
Professor of Political Science

Student Representative: Ms. Joy Kindred, Junior Speech
Major, Member, Student Life
Advisory Committee

Others: Dr. Tom G. Turns, Dean of Stu-
dent Services
Miss Tammy A. Bice, Student
Development Specialist
Mrs. Terry Y. Shirley, Co-editor
of the Student Newspaper, The
U. T. Tyler Patriot, and Junior
Journalism Major

Galveston Medical Branch

President Levin introduced:

Faculty Representative: Dr. Lillian Chan, Associate Pro-
fessor, Department of Human
Biological Chemistry and
Genetics

Student Representative: Mr. Robert Dyo, Third-Year Medi-
cal Student (UTMB representative
to the Organization of Student
Representatives of the Associa-
tion of American Medical Colleges)

Other: George T. Bryan, M.D, Dean of
Medicine

Houston Health Science Center

President Bulger introduced:

Faculty Representative: Dr. Shirley Murphy, Associate
Professor, Pedodontics

Student Representatives: Mr. Ray Gillespie, Senior Dental
Student
Mr. Allan Coleman, Second-Year
Dental Student

San Antonio Health Science Center

President Harrison introduced:

Faculty Representative: Mr. Roosevelt Davis, Coordinator
Dental Laboratory Technology,
San Antonio Allied Health
Sciences School

Student Representative: Mr. John McGill, Graduate Stu-
dent in Anatomy

University Cancer Center

President LeMaistre introduced:

Faculty Representative: Dr. Ellen Richie, Associate Profes-
sor of Pediatrics (Immunology)

Student Representative: Ms. Alexandra Levintow, Pre-
doctoral Student

Tyler Health Center

Director Hurst introduced:

Faculty Representative: George O. Crisp, M.D., Associate
Professor of Clinical Medicine

Following the introductions, Chairman Williams welcomed the guests in these words: "We are pleased to have each of you as guests at this meeting and invite you to come back when you can. We want you to know that you are welcome at the meetings."

RECESS FOR COMMITTEE MEETINGS.--Chairman Williams announced that the Board would recess for meetings of the Standing Committees.

RECONVENE.--When the committees had concluded their work, the Board reconvened to receive the reports of the Standing Committees.

REPORTS OF STANDING COMMITTEES

REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 5 - 28).--
The following report of the System Administration Committee was submitted by Committee Chairman Sterling. He stated that the recommendations had been approved in open session and moved the adoption of the report. The report was adopted without objection:

Report

The System Administration Committee in open session this morning approved after discussion but without objection the following recom-

mendations of the administration and submits them in this report to the Board of Regents for formal approval:

1. U. T. Austin: Establishment of The Robert Lee Sutherland Chair in Mental Health and Social Policy in the School of Social Work (1-L&I-81). -- It is recommended by President Flawn and Chancellor Walker that approval be given to establish The Robert Lee Sutherland Chair in Mental Health and Social Policy in the School of Social Work at The University of Texas at Austin. Funding for this Chair will be provided by \$393,061 cash in hand, \$100,000 in pledges and \$22,500 in accrued interest by January 1, 1981, making a total commitment of \$515,561. Funds received have been reported in the U. T. Austin docket and future pledges will be docketed.

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Income from the permanent endowment will be used to bring a nationally recognized visiting distinguished scholar annually to U. T. Austin to contribute to one or more of the following goals of the Chair:

To help develop and extend knowledge about mental health in society and to encourage positive mental health;

To contribute to the understanding of mental illness and effective means of treating it;

To spread knowledge about mental health among students, professionals, lay citizens, and policy makers so that programs and policies may be informed by the best available knowledge; and

To encourage application of research findings to improve services and programs in mental health by providing for ongoing communication among scholars and practitioners in mental health related disciplines.

Dr. Sutherland joined U. T. Austin as Professor of Sociology and Director of The Hogg Foundation in 1939 and held these positions for more than 30 years. During this time his acclaim as a state and national leader in promoting positive mental health emerged.

The holder of the Chair will be recommended to the Board by the President who will have the benefit of counsel from an advisory committee composed of the University Vice President for Academic Affairs, the President of The Hogg Foundation for Mental Health, Dean of the School of Social Work, Dean of the Lyndon Baines Johnson School of Public Affairs, and Dean of the College of Liberal Arts.

Criteria for selection of occupants of the Sutherland Chair include:

- a. Demonstrated ability to make scholarly contributions to mental health knowledge or practice;
- b. National reputation as a writer, researcher, public official, teacher or practitioner;
- c. Established reputation for excellence among colleagues in a mental health-related discipline or learned profession; and
- d. Willingness to undertake and complete the activities described above.

Budgetary Amendments 1980-81

President (5 folders)

2. U. T. Tyler, Dallas Health Science Center, Houston Health Science Center, San Antonio Health Science Center and University Cancer Center: Amendment to 1980-81 Budget [Salary of Presidents Effective September 1, 1980 (2-B-81)]. -- It is recommended by Chancellor Walker that the salaries of the Presidents of The University of Texas at Tyler, The University of Texas Health Science Center at Dallas, The University of Texas Health Science Center at Houston, The University of Texas Health Science Center at San Antonio and The University of Texas System Cancer Center be amended effective September 1, 1980 as set out below. In the case of the President of U. T. Tyler, the change is due to the fact that the U. T. Tyler Educational Foundation has made available the funding for the increase.

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	<u>1979-80</u> Salary Rate	<u>1980-81</u> Original Budget	<u>Proposed</u> 1980-81 Salary Rate
<u>U.T. Tyler</u>			
President			
James H. Stewart, Jr.			
General Revenue	\$ 41,800	\$ 43,900	\$ 43,900
Educational Foundation, Inc.	3,500	3,700	7,000
Total Salary	<u>\$ 45,300</u>	<u>\$ 47,600</u>	<u>\$ 50,900</u>
(Plus \$3,600 in lieu of house and utilities)			
 <u>Dallas Health Science Center</u>			
President			
Charles C. Sprague			
General Revenue	\$ 41,800	\$ 43,900	\$ 43,900
National Fund for Medical Education	11,300	11,876	13,376
Capitation Grant	12,100	13,124	13,124
Total Salary	<u>\$ 65,200</u>	<u>\$ 68,900</u>	<u>\$ 70,400</u>
Southwestern Medical Foundation	13,800	15,100	15,100
Total Compensation (with quarters)	<u>\$ 79,000</u>	<u>\$ 84,000</u>	<u>\$ 85,500</u>
 <u>Houston Health Science Center</u>			
President			
Roger J. Bulger			
General Revenue	\$ 41,800	\$ 43,900	\$ 43,900
Trust Funds	37,200	40,100	41,600
Total Salary	<u>\$ 79,000</u>	<u>\$ 84,000</u>	<u>\$ 85,500</u>
(with quarters)			
 <u>San Antonio Health Science Center</u>			
President			
Frank Harrison			
General Revenue	\$ 41,800	\$ 43,900	\$ 43,900
San Antonio Medical Foundation	14,500	14,500	14,500
Institutional Faculty Development Fund	22,700	25,600	27,100
Total Compensation	<u>\$ 79,000</u>	<u>\$ 84,000</u>	<u>\$ 85,500</u>
(with quarters)			
 <u>University Cancer Center</u>			
President			
Charles A. LeMaistre			
General Revenue	\$ 41,800	\$ 43,900	\$ 43,900
University Cancer Foundation	22,800	24,000	25,500
Total Salary	<u>\$ 64,600</u>	<u>\$ 67,900</u>	<u>\$ 69,400</u>
P.R.S. Augmentation	14,400	16,100	16,100
Total Compensation	<u>\$ 79,000</u>	<u>\$ 84,000</u>	<u>\$ 85,500</u>
(with quarters)			

Budgetary Amendments 1980-81

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3. Dallas Health Science Center, Galveston Medical Branch, Houston Health Science Center, San Antonio Health Science Center, University Cancer Center and Tyler Health Center: Implementation of Policy on Medical Faculty Compensation and Approval of Schedule of Maximum Twelve-Month Salary Limitations for 1980-81 Budget Year (1-B-81). --At the July 10-11, 1980 Board meeting, approval was given to a policy on medical faculty compensation which provides:

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- a. Maintain the current maximum state fund level adjusted appropriately each year for inflation;
- b. Define the maximum salary level to be equal to the current maximum compensation and adjust appropriately each year for inflation; and
- c. Permit augmentation up to 25% of salary.

For implementation and use during the 1980-81 Budget Year, it is recommended by Chancellor Walker that the following Schedule of Maximum Twelve-Month Salary Limitations for The University of Texas Health Science Center at Dallas, The University of Texas Medical Branch at Galveston, The University of Texas Health Science Center at Houston, The University of Texas Health Science Center at San Antonio, The University of Texas System Cancer Center and The University of Texas Health Center at Tyler be approved:

<u>Rank</u>	<u>Maximum State Funds Level</u>	<u>Maximum Salary Level</u>	<u>Total Compensation</u>
	(1)	(2)	(3)
Professor and Chairman	\$ 64,200	\$ 96,300	\$120,400
Professor	61,200	91,800	114,750
Associate Professor	54,700	82,050	102,600
Assistant Professor	48,700	73,050	91,300
Instructor	41,000	61,500	76,900

CALCULATION BASIS AND APPLICATION

Policies approved by the Board of Regents for preparation of the 1980-81 biennial budget requests included a 10% salary scale adjustment for 1979-80 and an additional 8% adjustment for 1980-81. The above-stated Maximum State Funds Level (Column 1) reflects this cumulative percentage adjustment from the 1978-79 salary base.

Maximum Salary Level (Column 2) is the 1978-79 maximum compensation adjusted upward for inflation by the 10% and 8% biennial policy.

Total Compensation (Column 3) is the result of applying the 25% augmentation limit to the maximum salary base.

The application of this salary policy involves salary payments to ranked faculty from multiple fund sources, including General Budget funds (restricted to Column 1 levels), and other salary funds such as gift, grant and contract funds not to exceed in total the Column 2 levels.

Augmentation is from professional income earned and deposited in institutional (or departmental) trust fund accounts. In determining Total Compensation (Column 3), augmentation is limited to 25% of the individual's maximum salary rate.

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

The 1980-81 Operating Budgets for the medical institutions were prepared before these policies were drafted; therefore, it is anticipated that certain interim adjustments will be necessary during the year.

Budgetary Amendments 1979-80 + 1980-81

4. System Administration, U. T. Arlington, U. T. Austin, U. T. Dallas, U. T. El Paso, Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center and its Houston Dental Branch, Houston G.S.B.S. and Public Health School, San Antonio Health Science Center and its San Antonio Medical School, and University Cancer Center and its M. D. Anderson: Amendments to 1979-80 and 1980-81 Budgets (13-B-80 and 3-B-81). --It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that their respective 1979-80 and 1980-81 Operating Budgets be amended as indicated on the pages set out below:

The University of Texas System Administration, Page 10
 The University of Texas at Arlington, Pages 10-12
 The University of Texas at Austin, Pages 12-21
 The University of Texas at Dallas, Page 22
 The University of Texas at El Paso, Page 23
 The University of Texas Medical Branch at Galveston and its Galveston Medical School, Pages 23-24
 The University of Texas Health Science Center at Houston and its Houston Dental Branch, Houston G.S.B.S. and Public Health School, Pages 24-26
 The University of Texas Health Science Center at San Antonio and its San Antonio Medical School, Page 27
 The University of Texas System Cancer Center and its M. D. Anderson, Page 28

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

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

1979-80 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
2.	Legal Expenses and Other Services Transfer of Funds	From: Available University Fund Unappropriated Balance	To: Legal Expenses and Other Services	
	Amount of Transfer	<u>\$ 40,000</u>	<u>\$ 40,000</u>	8-1-80

1980-81 BUDGET

1.	Library Development; Including Collections Transfer of Funds:	From: Available University Fund - Allocation for Operations and Capital Improvements	To: Available University Fund - Library Development Including Collections	
	Amount of Transfer	<u>\$2,000,000</u>	<u>\$2,000,000</u>	9-1-80

THE UNIVERSITY OF TEXAS AT ARLINGTON

1979-80 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
19.	Plant Funds Projects Transfer of Funds	From: Unappropriated Balance via Estimated Income and Proceeds from Sales of Improvements	To: Plant Funds Projects - Purchases of Land \$ 489,487 Repair and Replacement of Streets and Parking Lots 200,000 Minor Improvements 200,000	
	Amount of Transfer	<u>\$ 889,747</u>	<u>\$ 889,747</u>	8-1-80

THE UNIVERSITY OF TEXAS AT ARLINGTON
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	Ronald M. Watson Office of the Registrar Salary Rate Source of Funds: Foreign Student Application Fees	Admissions Counsellor \$ 9,168 (1979-80)	Admissions Counselor \$ 12,168	9-1-80
2.	L. M. Dianna (Tenure) Office of the Dean of Science and Department of Physics Total Salary - 12 mos. 1980-81 Original Budget Academic Rate - 9 mos. 1980-81 Original Budget	Associate Dean and Professor \$ 40,000 (1979-80) \$ 42,600 \$ 30,900 (1979-80) \$ 31,950	Associate Dean and Professor \$ 43,268 \$ 32,450	9-1-80 9-1-80
3.	Donald H. Liles Industrial Engineering Academic Rate 1980-81 Original Budget	Assistant Professor \$ 19,900 (1979-80) \$ 21,100	Assistant Professor \$ 23,100	9-1-80
4.	Rosaria Garza Library Salary Rate 1980-81 Original Budget	Professional Librarian \$ 13,700 (1979-80) \$ 14,500	Professional Librarian \$ 16,900	9-1-80
5.	Annette M. Scott University Dining Services (Auxiliary Enterprise) Salary Rate 1980-81 Original Budget	Assistant Food Service Manager \$ 12,792 (1979-80) 13,452	Assistant Food Service Manager \$ 15,372	9-1-80

THE UNIVERSITY OF TEXAS AT ARLINGTON
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
6.	Walter H. Patterson Texas Energy Extension Service Salary Rate Source of Funds: Grant Funds	Director \$ 32,472 (1979-80)	Director \$ 35,712	9-1-80
7.	Henry R. Sebesta (Tenure - Mechanical Engineering) U. S. Air Force Assignment Grant Academic Rate	Professor \$ 33,000 (1979-80)	Professor \$ 36,000	9/1 - 8/31
8.	Unallocated Accounts Transfer of Funds Amount of Transfer	From: Unappropriated Balance via Estimated Income \$108,000	To: Unallocated Maintenance and Operation \$108,000	9-1-80

THE UNIVERSITY OF TEXAS AT AUSTIN

1979-80 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
159.	Plant Funds - Capital Improvements Projects Transfer of Funds Amount of Transfer	From: Unappropriated Balance - General Funds <u>\$ 1,250,000</u>	To: Plant Funds - Capital Improve- ments Projects <u>\$ 1,250,000</u>	8-1-80

THE UNIVERSITY OF TEXAS AT AUSTIN (Continued)

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(Effective Dates for All Salary Increases: September 1, 1980)

1980-81 BUDGET

Auxiliary Enterprises - Intercollegiate Athletics for Men

Item No.	Name and Title	Full-Time Salary Rate - 12 Months			
		1979-80 Adjusted Budget	1980-81 Original Budget	1980-81 Recommended Salary Rate	Full-Time Rate Increase
1.	Athletics Director Billy W. Ellington	\$55,000	\$55,000	\$60,000	\$ 5,000
2.	Assistant Athletics Director James C. ("T") Jones	38,000	---	39,600	1,600
3.	Head Football Coach Fred Akers	57,300	57,300	59,600	2,300
4.	Assistant Football Coach Robert L. Fuller	35,500	35,500	37,000	1,500
5.	Willie L. Manley	35,500	35,500	37,000	1,500
6.	Robert B. Warmack	32,100	32,100	33,400	1,300
7.	Charles W. Lee	31,000	31,000	32,300	1,300
8.	David L. McWilliams	31,000	31,000	32,300	1,300
9.	Michael Parker	31,000	31,000	32,300	1,300
10.	Alan D. Lowry	28,700	28,700	29,900	1,200
11.	John Mize	22,000	---	22,900	900
12.	Special Assistant Kenneth D. Dabbs	28,700	28,700	29,900	1,200
13.	Head Basketball Coach Abe E. Lemons	43,600	39,230	45,400	1,800
14.	Assistant Basketball Coach David B. Dowd	27,800	25,000	29,000	1,200
15.	H. Stephen Moeller	23,100	20,800	24,000	900
16.	Baseball Coach Clifford Gustafson	25,000	28,500	30,000	5,000
17.	Assistant Baseball Coach William L. Bethea	20,000	22,000	24,000	4,000
18.	Head Track and Cross Country Coach, Director of Texas Relays Cleburne Price	24,000	27,500	29,000	5,000
19.	Assistant Cross-Country and Assistant Track Coach, Assistant Director of Texas Relays James Blackwood	17,500	18,500	24,000	6,500
20.	Swimming Coach Edwin C. Reese (2/3 T)	31,500	34,050	35,550	4,050
21.	Diving Coach Michael S. Brown (3/8 T)	20,275	23,560	24,501	4,226

1980-81 BUDGET

Auxiliary Enterprises - Intercollegiate Athletics for Men

Item No.	Name and Title	Full-Time Salary Rate - 12 Months			
		1979-80 Adjusted Budget	1980-81 Original Budget	1980-81 Recommended Salary Rate	Full-Time Rate Increase
22.	Business Manager of Athletics Albert H. Lundstedt	\$25,000	\$27,000	\$29,000	\$ 4,000
23.	Development Manager for Athletics Alfred R. Rochs	25,000	27,000	28,100	3,100
24.	Assistant to the Athletics Director William L. Little	22,000	23,000	24,000	2,000
25.	Eligibility Officer Leon Black	22,000	24,000	26,000	4,000
26.	Sports News Director Jones W. Ramsey	22,000	25,000	27,000	5,000
27.	Concessions Director Loren G. Seaton	22,000	23,500	25,000	3,000
28.	Athletics Trainer Michael K. Stephens	21,000	22,500	24,000	3,000
29.	Assistant Athletics Trainer Edgar A. Day	17,500	18,500	19,300	1,800
30.	Athletics Counselor Joe B. Eivens	20,000	21,200	23,000	3,000
31.	Facilities Supervisor Glen T. Swenson	20,000	22,000	24,000	4,000
32.	Strength Coach Dana L. LeDuc (2/3 T)	18,500	19,500	20,100	1,600
		Full-Time Salary Rate - 9 Months			
33.	Tennis Coach David Snyder (3/4 T)	22,000	24,000	25,067	3,067
34.	Golf Coach George N. Hannon (1/2 T)	10,000	11,000	11,400	1,400
35.	Consultant, Physical Training and Rehabilitation Charles W. Craven (4% T) Total Salary - 9 Mos. (Also Physical and Health Education 96% T - Academic Rate: \$24,052)	23,552	25,052	25,452	1,900

Source of Funds (Items 1 - 35)
Intercollegiate Athletics for
Men Departmental Funds

THE UNIVERSITY OF TEXAS AT AUSTIN (Continued)

1980-81 BUDGET

Item No.	Name and Title	No. Mos.	Present Salary Rate		Proposed 1980-81 Salary Rate
			1979-80 Adjusted Budget	1980-81 Original Budget	
<u>Office of the President</u>					
36.	Assistant to the President Joyce E. Moos	12	\$ 23,000	\$ 25,500	\$ 27,000
37.	Director of Special Events Barbara S. Bailey	12	16,000	18,500	20,000
<u>Office of the President, Office of Vice President for Academic Affairs, Office of Vice President for Research, Department of Chemistry</u>					
38.	Vice President for Academic Affairs and Research; Professor Gerhard J. Fonken (Tenure) Academic Rate	12 9	50,000 37,500	53,000 39,750	55,000 41,250
<u>Office of Vice President for Student Affairs</u>					
39.	Social Science Research Associate III Nelda J. Burke	12	14,136	14,136	17,004
<u>Office of Student Financial Aid</u>					
40.	Assistant Director Gordon E. Allen	12	22,584	23,760	25,404
<u>Office of the Dean, College of Liberal Arts</u>					
41.	Executive Assistant Barbara M. McFarland	12	20,436	21,492	22,980
<u>Chemistry</u>					
42.	Jack S. Josey Professor in Energy Studies Allen J. Bard (Tenure) - Total Salary Academic Rate Source of Funds: Unallocated Salaries	9 9	41,000 41,000	49,500 44,500	54,000 49,000
<u>Office of the Dean, College of Business Administration and Graduate School of Business</u>					
43.	Assistant Dean Seymour Schwartz	12	36,000	37,830	39,000

THE UNIVERSITY OF TEXAS AT AUSTIN (Continued)

1980-81 BUDGET

Item No.	Name and Title	No. Mos.	Present Salary Rate		Proposed 1980-81 Salary Rate
			1979-80 Adjusted Budget	1980-81 Original Budget	
<u>Marketing Administration and Government</u>					
	Instructor				
44.	Charles R. Kennedy, Jr.	9	\$ 13,000	\$ ---	\$ 19,500
<u>Educational Administration</u>					
	Professor				
45.	John E. Roueche, Jr. (Tenure)	9	30,156	31,556	34,500
<u>Educational Psychology</u>					
	Professor				
46.	Gary D. Borich (Tenure)	9	23,300	24,800	26,800
<u>Electrical Engineering</u>					
	Lecturer				
47.	Gary W. Cobb (1/3T)	9	21,000	---	24,000
<u>Music</u>					
	Professor				
48.	David W. Garvey (Tenure)	9	21,950	23,000	28,000
<u>School of Law</u>					
	Visiting Professor				
49.	John A. Robertson	9	34,000	---	40,500
	Lecturer (P.T.)				
50.	Sander W. Shapiro	9	32,750	---	44,500
51.	Kenneth E. Houp, Jr.	9	24,750	---	33,500
	Consultant on Development				
52.	Brooke F. Dudley	12	30,000	30,000	32,500
	Source of Funds: Law School Foundation				
<u>School of Social Work</u>					
	Acting Dean and Professor				
53.	Louis A. Zurcher, Jr. (Tenure)	12	41,333	---	46,000
	Academic Rate	9	31,000	33,500	34,500
	Associate Dean and Associate Professor				
54.	George K. Herbert (Tenure)	12	36,359	38,586	40,000
	Academic Rate	9	27,270	28,940	30,000
<u>Center for Fast Kinetics Research</u>					
	Research Scientist				
55.	Michael A. J. Rodgers	12	30,530	---	33,192
	Source of Funds: USPHS Contract				
<u>Bureau of Business Research</u>					
	Social Science Research Associate				
56.	Thomas R. Plaut	12	24,357	25,743	26,989

THE UNIVERSITY OF TEXAS AT AUSTIN (Continued)

1980-81 BUDGET

Item No.	Name and Title	No. Mos.	Present Salary Rate		
			1979-80 Adjusted Budget	1980-81 Original Budget	Proposed 1980-81 Salary Rate
<u>Bureau of Economic Geology</u>					
57.	Associate Director Robert A. Morton	12	\$ 31,500	\$ 34,000	\$ 36,000
58.	Assistant Director Douglas C. Ratcliff	12	19,000	---	23,000
59.	Research Scientist Virgil E. Barnes (1/3T)	12	35,000	---	39,000
60.	Randy L. Bassett	12	23,352	---	26,500
61.	Alvin R. Gregory	12	30,516	---	33,900
62.	Kinji Magara	12	30,000	---	33,600
63.	Research Scientist Associate V Chester M. Garrett, Jr.	12	24,972	---	28,080
64.	Michael P. Roberts	12	24,156	---	27,156
65.	Research Scientist Associate IV Martin P. A. Jackson	12	21,840	---	24,564
66.	David Mathew	12	22,584	---	25,404
67.	Gary E. Smith	12	23,352	---	26,268
Source of Funds (Items 58 through 66): Government Contract Funds Payroll Clearing Account. Other items paid from Bureau Salaries accounts.					
<u>Center for Energy Studies</u>					
68.	Research Engineer Associate IV Thomas R. Hill	12	24,972	---	28,080
69.	Kamy Sepehrnoori	12	22,584	---	25,404
Source of Funds (Items 68 and 69): Department of Energy Contracts.					
<u>LBJ School of Public Affairs</u>					
70.	Adjunct Professor June Hyer	12	50,000	---	53,500
	Academic Rate	9	37,500	---	40,125
Source of Funds: Academic Development Funds and Texas Interagency Contract					
<u>Marine Science Institute</u>					
71.	Administrative Services Officer Bobby C. McQuiston	12	21,840	22,980	24,564

THE UNIVERSITY OF TEXAS AT AUSTIN (Continued)

1980-81 BUDGET

Item No.	Name and Title	No. Mos.	Present Salary Rate		
			1979-80 Adjusted Budget	1980-81 Original Budget	Proposed 1980-81 Salary Rate
<u>Marine Science Institute- Galveston</u>					
	Research Scientist				
72.	Richard T. Buffler	12	30,000	31,530	38,000
73.	Paul L. Donoho	12	40,858	---	44,858
	Source of Funds (Items 72 and 73): Government Contract Funds				
<u>Computation Center</u>					
	Assistant Director				
74.	William C. Bard	12	29,508	31,044	32,100
	Manager, Software Systems Programming				
75.	Waldo M. Wedel	12	28,536	30,024	31,044
	Source of Funds (Items 74 and 75): Computation Center Revolving Fund				
<u>Printing Division</u>					
	Assistant Manager				
76.	Lester R. Rumpf, Jr.	12	16,152	17,004	18,804
	Source of Funds: Printing Division Revolving Fund				
<u>Continuing Education - Petroleum Extension Service Training Schools</u>					
	Coordinator				
77.	Curtis F. Kruse	12	25,184	26,000	28,000
	Source of Funds: Revolving Fund				
<u>Applied Research Laboratories</u>					
	Assistant Director				
78.	William G. Foreman	12	23,000	24,173	25,820
	Manager, Operations and Services				
79.	Lewis R. Fisher, Jr.	12	22,584	23,760	25,404
	Programmer Analyst II				
80.	Virgil W. Moore	12	22,584	23,760	26,268
	Computer Programmer II				
81.	Dennis R. Powell	12	17,868	17,868	20,784
	Special Research Associate				
82.	Lewie M. Barber	12	32,628	34,320	35,484
83.	Hollis C. Boehme	12	34,884	36,696	37,944
84.	Jimmy F. Byers	12	31,560	33,192	34,320
85.	Glen E. Ellis	12	38,568	40,572	41,952
86.	Marshall E. Frazer	12	32,628	34,320	37,944

THE UNIVERSITY OF TEXAS AT AUSTIN (Continued)

1980-81 BUDGET

Item No.	Name and Title	No. Mos.	Present Salary Rate		Proposed 1980-81 Salary Rate
			1979-80 Adjusted Budget	1980-81 Original Budget	
<u>Applied Research Laboratories</u> (Continued)					
Special Research Associate					
87.	Harlan G. Frey	12	36,072	37,944	39,240
88.	Kenneth E. Hawker, Jr.	12	30,516	32,100	35,484
89.	Stephen K. Mitchell	12	32,628	34,320	37,944
90.	Thomas G. Muir, Jr.	12	34,884	36,696	37,944
91.	Robert H. Stokes	12	33,732	35,484	36,696
Research Engineer Associate V					
92.	Robert S. Adair	12	29,508	31,044	32,100
93.	Lea W. Ashby	12	29,508	31,044	34,320
94.	Jesse J. Brady, III	12	24,972	26,268	29,040
95.	Gayle E. English	12	29,508	31,044	32,100
96.	Michael W. Ohlendorf	12	25,812	27,156	30,024
97.	James G. Pruitt	12	26,700	28,080	30,024
98.	Vaughan D. Scott, Jr.	12	24,972	26,268	28,080
99.	Jack A. Shooter	12	28,536	30,024	31,044
100.	Charles M. Slack, III	12	24,972	26,268	28,080
101.	James E. Stockton	12	31,560	33,192	34,320
102.	Robert T. Trochta	12	30,516	32,100	33,192
103.	Bernard F. Tupa	12	26,700	28,080	30,024
Research Engineer Associate IV					
104.	James P. Baker	12	21,840	---	24,564
105.	Nancy R. Bedford	12	24,156	25,404	27,156
106.	George P. Coble	12	22,584	23,760	26,268
107.	Dixon W. Coulbourn	12	24,972	26,268	28,080
108.	Dwight O. Monteith, Jr.	12	25,812	27,156	29,040
109.	Campbell H. Snyder	12	22,584	22,584	25,404
110.	Robert L. Sweet	12	21,120	22,224	23,760
111.	Paul J. Vidmar	12	24,156	25,404	28,080
Research Engineer Associate III					
112.	Monnie F. Anderson	12	21,120	22,224	24,564
113.	Gary R. Wilson	12	20,436	20,436	23,760
Research Engineer Associate II					
114.	Danny F. Shrode	12	19,104	20,100	22,224

THE UNIVERSITY OF TEXAS AT AUSTIN (Continued)

1980-81 BUDGET

Item No.	Name and Title	No. Mos	Present Salary Rate		
			1979-80 Adjusted Budget	1980-81 Original Budget	Proposed 1980-81 Salary Rate
<u>Applied Research Laboratories</u> (Continued)					
115.	Research Engineer Associate I James E. Erbs	12	18,480	19,440	21,492
116.	James D. Ratliff	12	16,152	16,440	18,804
Source of Funds for all Applied Research Laboratories Items: Government Contract Funds Payroll Clearing Account					
<u>Electrical Engineering Research Laboratory</u>					
117.	Research Engineer Wolfhard J. Vogel	12	24,972	26,268	28,080
Source of Funds: Government Contract Funds Payroll Clearing Account					
<u>Center for Electromechanics</u>					
118.	Research Engineer William F. Weldon	12	48,000	---	52,800
119.	Research Scientist Richard A. Marshall	12	35,000	---	38,508
Source of Funds (Items 118 and 119): Government Contract Funds Payroll Clearing Account					
<u>Electronics Research Center</u>					
120.	Research Engineer Associate V Young Chan Kim	12	24,156	---	27,156
Source of Funds: Air Force Contract					
<u>Fusion Research Center</u>					
121.	Assistant Director - Engineering and Technology David F. Brower	12	56,400	---	60,125
122.	Research Program Manager Alan B. Macmahon	12	37,200	---	40,000
123.	Research Associate H. Ward Harris	12	41,250	---	45,375
124.	Research Scientist Duc-In Choi	12	27,250	---	31,000
125.	Jiri Jancarik (Source of Funds: Texas Atomic Energy Contract)	12	38,000	---	40,500

THE UNIVERSITY OF TEXAS AT AUSTIN (Continued)

1980-81 BUDGET

Item No.	Name and Title	No. Mos.	Present Salary Rate		
			1979-80 Adjusted Budget	1980-81 Original Budget	Proposed 1980-81 Salary Rate
<u>Fusion Research Center (Continued)</u>					
126.	Research Engineer Associate IV David J. Hodgkins	12	\$ 24,972	\$ ---	\$ 28,080
127.	Research Engineer Associate III Gary S. Caldwell	12	21,840	---	24,564
128.	David R. Perry	12	20,436	---	22,980
Source of Funds (Items 121 through 124 and 126 through 128): Department of Energy Contracts					
<u>Fusion Research Center and Center for Electromechanics</u>					
129.	Research Engineer Paul Wildi	12	47,550	---	50,700
Source of Funds: Department of Energy and Current Restricted Funds Contracts					
<u>Center for the Study of Human Resources</u>					
130.	Social Science Research Associate V Frank S. Curtis	12	20,436	---	22,980
131.	Karen D. Rowlett	12	23,352	---	26,268
Source of Funds (Items 130 and 131): Department of Labor Contract					
<u>Research and Development Center for Teacher Education</u>					
132.	Project Director Carolyn M. Evertson	12	30,100	---	34,320
Source of Funds: Office of Education Contract					
<u>Institute for Computing Science and Computer Applications</u>					
133.	Systems Analyst II Michael K. Smith	12	20,436	---	22,980
Source of Funds: U. S. Army Contract					
<u>Division of Housing and Food Service</u>					
134.	Director Robert P. Cooke	12	33,500	35,209	38,000
Source of Funds: Auxiliary Enterprises Funds (Housing and Food Service)					
<u>Texas Union</u>					
135.	Computer Operator II Fred Shields	12	11,580	12,168	14,376
Source of Funds: Auxiliary Enterprises Funds (Texas Union)					

THE UNIVERSITY OF TEXAS AT DALLAS

1980-81 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	Linda K. Williamson School of Arts and Humanities Academic Rate 1980-81 Original Budget Source of Funds: Unallocated Salaries	Assistant Professor \$ 15,500 (1979-80) \$ 17,000	Assistant Professor \$ 18,000	9-1-80
2.	William J. Pervin (Tenure) School of Natural Sciences and Mathematics Academic Rate 1980-81 Original Budget	Professor \$ 26,000 (1979-80) \$ 28,000	Professor \$ 30,000	9-1-80
3.	Guy R. Lanza (Tenure) School of Natural Sciences and Mathematics Academic Rate 1980-81 Original Budget	Associate Professor \$ 20,800 (1979-80) \$ 22,500	Associate Professor \$ 24,000	9-1-80
4.	Jerry W. Crowder School of Natural Sciences and Mathematics Academic Rate 1980-81 Original Budget	Assistant Professor \$ 16,700 (1979-80) \$ 18,700	Assistant Professor \$ 20,500	9-1-80
5.	Simeon C. Ntafos School of Natural Sciences and Mathematics Academic Rate 1980-81 Original Budget	Assistant Professor \$ 21,000 (1979-80) \$ 22,100	Assistant Professor \$ 26,000	9-1-80

THE UNIVERSITY OF TEXAS AT EL PASO

1979-80 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
5.	Plant Funds Projects Transfer of Funds	From: Unappropriated Balance General Funds	To: Plant Funds Projects	
	Amount of Transfer	<u>\$ 500,000</u>	<u>\$ 500,000</u>	8-1-80

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1979-80 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
	<u>Galveston Medical School</u>			
21.	Larry W. Schneider Human Biological Chemistry and Genetics	Postdoctoral Fellow	Postdoctoral Fellow	
	Salary Rate	\$ 12,658	\$ 17,458	8-1-80
	Source of Funds: HEW Training Grant			

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	Plant Fund Projects Transfer of Funds	From: Unappropriated Balance	To: Capital Improvements, including Equipment: Hospital Equipment Fund \$1,000,000 <u>John Sealy, Hospital Area Renovations</u> 655,000 Utility Distribution System 250,000 Re-roof Keiller Building 95,000 <u>\$2,000,000</u>	9-1-80
	Amount of Transfer	<u>\$2,000,000</u>	<u>\$2,000,000</u>	

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

1979-80 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
18.	Plant Funds Projects Transfer of Funds	From: Unappropriated Balance - General Funds	To: Plant Funds Projects: Prudential Building - Remodeling and Renovation \$281,000 Remodeling in John H. Freeman and Medical School Buildings 202,000 Special Furniture and Equipment - Institutional 475,000 <u>\$958,000</u>	8-1-80
	Amount of Transfer	<u>\$958,000</u>	<u>\$958,000</u>	

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
(Continued)

1980-81 BUDGET

No.	Explanation	Present Status	Proposed Status	Effective Date
1.	William H. Koch Office of Finance Salary Rate	Director of Finance \$ 37,000 (1979-80)	Director of Finance \$ 47,000	9-1-80
2.	Jerry D. Ellis Office of Accounting Salary Rate	Director of Accounting \$ 27,000 (1979-80)	Director of Accounting \$ 30,000	9-1-80
3.	Sandra S. St. Clair Personnel Office Salary Rate	Assistant Personnel Director \$ 23,500 (1979-80)	Assistant Personnel Director \$ 26,000	9-1-80
4.	Carrie E. Miller Office of Dental Branch Registrar Salary Rate	Registrar \$ 27,900 (1979-80)	Registrar \$ 30,400	9-1-80
Houston Dental Branch				
5.	Rita D. Zachariassen (Tenure) Physiology-Physiology and School of Dental Hygiene Salary Rate 1980-81 Original Budget	Associate Professor \$ 21,000 (1979-80) \$ 23,000	Associate Professor \$ 26,000	9-1-80
6.	Sieta R. Feighny School of Dental Hygiene Salary Rate 1980-81 Original Budget	Assistant Professor and Clinical Coordinator \$ 16,500 (1979-80) \$ 17,300	Assistant Professor and Clinical Coordinator \$ 19,300	9-1-80

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Date
<u>Houston Dental Branch (Continued)</u>				
7.	Linda A. Parks School of Dental Hygiene Salary Rate 1980-81 Original Budget	Assistant Professor \$ 16,500 (1979-80) \$ 17,300	Assistant Professor \$ 19,300	9-1-80
8.	Karen S. Peterson School of Dental Hygiene Salary Rate 1980-81 Original Budget	Assistant Professor \$ 14,475 (1979-80) \$ 17,300	Assistant Professor \$ 19,300	9-1-80
<u>Houston Graduate School of Biomedical Sciences</u>				
9.	Thomas J. Goka General Instruction Salary Rate 1980-81 Original Budget Source of Funds: HEW Grant	Research Associate \$ 15,108 (1979-80) \$ 15,900	Research Associate \$ 18,108	9-1-80
10.	<u>School of Public Health</u> John M. Swint (Tenure) Administrative Sciences Salary Rate 1980-81 Original Budget	Associate Professor \$ 27,900 (1979-80) \$ 30,100	Associate Professor \$ 34,000	9-1-80

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1979-80 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
15.	Plant Funds Projects Transfer of Funds	From: Unappropriated Balance - Educational and General Funds	To: Plant Funds Projects, including Warehouse Expansion, Institutional Furniture and Equipment, and Ambulatory Care Center, Feasibility Study	
	Amount of Transfer	<u>\$ 900,000</u>	<u>\$ 900,000</u>	8-1-80

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1979-80 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School</u>								
16.	Janet L. Potter Radiology Instructor Source of Funds: Unallocated Salaries and MSRDP	\$28,500 (Rate for 37.5% Time)	---	\$28,500	\$37,950	\$ 2,050	\$40,000 (F.T.)	8-1-80
17.	Vung D. Nguyen Radiology Instructor Source of Funds: Unallocated Salaries and MSRDP	\$35,200 (Rate for 12.5% Time)	\$ 2,500	\$37,700	\$37,950	\$ 15,050	\$53,000 (F.T.)	8-1-80

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THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

1979-80 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
22.	Plant Funds Projects - Additional Outpatient Facilities Transfer of Funds	From: Unappropriated Balance - General Funds	To: Plant Fund Projects - Additional Outpatient Facilities	
	Amount of Transfer	<u>\$5,000,000</u>	<u>\$5,000,000</u>	8-1-80

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1.	M. D. Anderson Hong Y. Choi Pathology Salary Rate Source of Funds: Physicians Referral Service Funds	Faculty Associate \$ 25,000 (1979-80)	Faculty Associate \$ 30,000	9/1 - 6/30
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REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 29-59). -- Committee Chairman (Mrs.) Blumberg stated that all matters of the Academic and Developmental Affairs Committee were considered in open session and the recommendations had been approved without objection unless otherwise indicated. She filed the following report. There being no objection, the report was adopted:

1. U. T. System: Docket No. 13 of the Chancellor of the System (Attachment No. 1)(Catalog Change). -- Committee Chairman Blumberg reported that no exception had been received to Docket No. 13 of the Chancellor of the System. At the meeting no objections were offered during the consideration of the Docket, and the Docket was unanimously approved in the form distributed by the Secretary. It is attached (Attachment No. 1) following Page 176 and made a part of these Minutes.

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

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

2. U. T. Coordinating Board Catalog Changes: Authorization to Change (a) Name of the Graduate School of Library Science to the Graduate School of Library and Information Science and (b) Master of Library Science Degree to a Master of Library and Information Science Degree and Report to Coordinating Board (Catalog Change). -- Unanimous approval was given to change (a) the name of the Graduate School of Library Science to the Graduate School of Library and Information Science and (b) the Master of Library Science Degree to a Master of Library and Information Science Degree at The University of Texas at Austin and to so notify the Coordinating Board, Texas College and University System for any appropriate action. No changes in the organization of the School or in its administration are proposed, and the name change will involve no additional costs. It was noted that these name changes would bring the names of the School and the degree into conformity with current programs.

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

3. U. T. El Paso: Affiliation Agreements with (a) de Bruyn-Rettig Advertising, Incorporated, El Paso, Texas; (b) El Paso International Airport, El Paso, Texas; (c) Newspaper Printing Corporation, El Paso, Texas; and (d) The El Paso Electric Company, El Paso, Texas; and Approval of Model Affiliation Agreement for Educational Experiences in Non-Health Programs. -- Committee Chairman Blumberg presented the recommendations of President Monroe and Chancellor Walker that approval be given to the affiliation agreements set out on the pages indicated by and between The University of Texas at El Paso and the following facilities for the purpose of providing opportunities for students in the mass communications program at U. T. El Paso to gain practical experience in professional advertising by working with various facilities in internship programs. The agreements had been executed by the appropriate officials of the

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institution and facility on the dates indicated below to be effective upon approval by the Board of Regents:

<u>Facility</u>	<u>Agreement Executed</u>
a. de Bruyn-Rettig Advertising, Incorporated, Pages <u>30-34</u> El Paso, Texas	August 4, 1980
b. El Paso International Airport, Pages <u>35-39</u> El Paso, Texas	August 4, 1980
c. Newspaper Printing Corporation, Pages <u>39-43</u> El Paso, Texas	August 7, 1980
d. The El Paso Electric Company, Pages <u>44-48</u> El Paso, Texas	September 16, 1980

Whereupon, Committee Chairman Blumberg moved that these agreements be approved and that the form used in these agreements be approved as a model form for educational experiences in non-health programs. Without objection, the motion prevailed.

EDUCATIONAL EXPERIENCE PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made the 4th day of August, 1980, by and between the University of Texas at El Paso ("University"), a component institution of The University of Texas System, ("System"), and deBruyn-Rettig Advertising, Inc. ("Facility"), a Corporation under the Texas Business Corporation Act, having its principal office at 3707 Admiral, El Paso, State of Texas.

WITNESSETH:

WHEREAS, Facility now operates advertising agency facilities located at 3707 Admiral, in the City of El Paso, State of Texas, and therein provides advertising and public relations services for persons in need of such services; and University provides an academic program with respect to Mass Communications; and,

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

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

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

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

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

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

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

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

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

6. University hereby agrees:

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

(b) To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole

discretion, and (2) who have entered into a written agreement with University and Facility that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of University and Facility.

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

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

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

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

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

11. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and

year of execution of Facility and University, and after such initial term, from year to year unless one party shall have one hundred eighty (180) days' prior written notice to the other party of intention to terminate this Agreement. If such notice is given, this Agreement shall terminate: (a) at the end of the term of this Agreement during which the last day of such one hundred eighty (180) day notice period falls; or, (b) when all students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.

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

ATTEST:

Martin A. [Signature]
(Title) Secretary

UNIVERSITY

By Haskell Monroe
Haskell Monroe, President

ATTEST:

[Signature]
(Title) Vice-President
Henry G. Rettig

FACILITY

By [Signature]
(Title) Chairman
Erich C. deBruyn

FORM APPROVED:

[Signature]
General Counsel of the System

CONTENT APPROVED:

[Signature]
Vice Chancellor for Academic Affairs

[Signature]
Chairman, Board of Regents
DAN C. WILLIAMS, CHAIRMAN
Board of Regents of
The University of Texas System

[Signature]
Chancellor

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the ___ day of ___, 19__.

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

EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT made the 4th day of August, 1980, by and between the University of Texas at El Paso ("University"), a component institution of The University of Texas System, ("System"), and El Paso International Airport ("Facility"), a Department of the City of El Paso, Texas having its principal office at El Paso International Airport, El Paso State of Texas.

WITNESSETH:

WHEREAS, Facility now operates Airport facilities located at El Paso International Airport, in the City of El Paso, State of Texas, and therein provides air transportation and related services for persons in need of such services; and University provides an academic program with respect to Mass Communications; and,

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

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

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

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom and from the program or programs established and implemented by said parties, University and Facility agree that any program agreed to by and between Facility and University, during the term of this

Agreement, for purposes of achieving the above described objectives of said parties (hereinafter call "Educational Experience Program," or "Program"), shall be covered by and subject to the following terms and conditions:

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

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

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

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

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

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

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

(c) To appoint a person to serve for Facility as liaison (Liaison) to the faculty and students engaged in the Program; provided, however,

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

6. University hereby agrees:

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

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

8. All the agreements between the parties on the subject matter hereof have been reduced to writing herein. No amendments to this Agreement shall be

valid unless in writing and signed by the duly authorized representatives of the parties, and approved by the Board of Regents of The University of Texas System.

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

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

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

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

ATTEST:

(Title)

ATTEST:

(Title)

UNIVERSITY

By

Haskell Monroe, President

FACILITY

By

Thomas D. [Signature], Mayor, City of El Paso

FORM APPROVED:

CONTENT APPROVED:

M. Lynn Taylor for
General Counsel of the System

James A. ...
Vice Chancellor for Academic Affairs

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

Chancellor
Chancellor

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the _____ day of _____, 19__.

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

EDUCATIONAL EXPERIENCE PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made the 7th day of August, 1980, by and between the University of Texas at El Paso ("University"), a component institution of The University of Texas System, ("System"), and Newspaper Printing Corporation ("Facility"), a corporation organized and existing under the laws of the State of Texas having its principal office at 401 Mills, El Paso, State of Texas.

WITNESSETH:

WHEREAS, Facility now operates newspaper production and distribution facilities located at 401 Mills, in the City of El Paso, State of Texas, and therein provides normal newspaper services for persons in need of such services; and University provides an academic program with respect to Mass Communications; and,

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

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

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

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

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

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

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

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

5. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, Facility hereby agrees to furnish the

premises, personnel, services, and all other things necessary for the Educational Experience Program, as specified in the Program Agreement, and, in connection with such Program, further agrees:

- (a) To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by Facility of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to University or other entity when requested to do so by University.
- (b) To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services and other things provided by Facility pursuant to this Agreement as are necessary for accreditation evaluation.
- (c) To appoint a person to serve for Facility as liaison (Liaison) to the faculty and students engaged in the Program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and, in such connection, Facility shall furnish in writing to University (not later than thirty (30) days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by Facility to be Liaison, and within ten days after receipt of same, University shall notify Facility of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies Facility in writing, Facility will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (c).

6. University hereby agrees:

- (a) To furnish Facility with the names of the students assigned by University to participate in the program.
- (b) To assign for participation in the Program only those students
 - (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole discretion, and
 - (2) who have entered into a written agreement with

University and Facility that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of University and Facility.

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

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

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

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

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

11. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and

year of execution at Facility and University, and after such initial term, from year to year unless one party shall have one hundred eighty (180) days' prior written notice to the other party of intention to terminate this Agreement. If such notice is given, this Agreement shall terminate: (a) at the end of the term of this Agreement during which the last day of such one hundred eighty (180) day notice period falls; or, (b) when all students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.

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

ATTEST:

[Signature]
(Title) Exec. ASST.

UNIVERSITY

By [Signature]
Haskell Monroe, President

ATTEST:

[Signature]
(Title) Robert A. Eisenbraun, Asst. Secy.

FACILITY

By [Signature]
(Title) Frank Feuille III, President

FORM APPROVED:

[Signature]
General Counsel of the System

CONTENT APPROVED:

[Signature]
Vice Chancellor for Academic Affairs

[Signature]
Chairman Board of Regents
DAN C. WILLIAMS, CHAIRMAN
Board of Regents of
The University of Texas System

[Signature]
Chancellor

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the ___ day of _____, 19__.

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

EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT made the 16th day of September, 1980, by and between the University of Texas at El Paso ("University"), a component institution of The University of Texas System, ("System"), and The El Paso Electric Company ("Facility"), a corporation organized and existing under the laws of the State of Texas having its principal office at 303 N. Oregon El Paso, State of Texas.

WITNESSETH:

WHEREAS, Facility now operates Electric Utility facilities located at 303 N. Oregon, in the City of El Paso, State of Texas, and therein provides in-house Mass Communications services for persons in need of such services; and University provides an academic program with respect to Mass Communications; and,

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

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

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

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom and from the program or programs established and implemented by said parties, University and Facility agree that any program agreed to by and between Facility and University, during the term of this

Agreement, for purposes of achieving the above described objectives of said parties (hereinafter call "Educational Experience Program," or "Program"), shall be covered by and subject to the following terms and conditions:

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

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

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

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

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

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

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

(c) To appoint a person to serve for Facility as liaison (Liaison) to the faculty and students engaged in the Program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and, in such connection, Facility

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

6. University hereby agrees:

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

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

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

9. No oral representations of any officer, agent, or employee of Facility

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

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

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

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

ATTEST:

[Signature]
(Title) Exec. Asst.

UNIVERSITY

By [Signature]
Haskell Monroe, President

ATTEST:

[Signature]
(Title)
Charles Mais
Administrative Vice President

FACILITY

By [Signature]
(Title)
Evern R. Wall
President and Chief Executive Officer

FORM APPROVED:

[Signature]
General Counsel of the System

CONTENT APPROVED:

[Signature]
Vice Chancellor for Academic Affairs

[Handwritten Signature]

DANC WILLIAMS, CHAIRMAN
Board of Regents of
The University of Texas System

Chancellor

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the _____ day of _____, 19__.

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

Student Association Constitution

4. U. T. Tyler: Constitution of the Student Association. -- In the absence of a formal student organization at The University of Texas at Tyler, a Student Life Advisory Committee conducted a student interest survey during the 1980 Spring Semester to determine the students' interest in a more formal student government. Encouraged by the results of this survey, the Student Life Advisory Committee drafted a proposed Student Association Constitution. In a student referendum conducted at U. T. Tyler at the beginning of the 1980 Fall Semester, the students voted in favor of a Student Association Constitution. Based upon the significant student support, President Stewart and Chancellor Walker recommended that approval be given to the Constitution of the Student Association at U. T. Tyler set out on Pages 49-59.

FILE NO. 24
DOCUMENT
MARKS

Ms. Jey Kindred, a member of the Student Life Advisory Committee, was present at the meeting and expressed on behalf of the Committee a desire for an instrument that would give the students a voice in campus activities.

President Stewart congratulated the students for their diligent work on this document at this time in which there is disinterest in student government across the country, and Regent Law commended President Stewart, Ms. Kindred, and the U. T. Tyler student body for the interest shown and stated that this is the sort of interest the Regents would like to see at all institutions.

Without objection, the Academic and Developmental Affairs Committee approved this recommendation.

The Constitution of the
STUDENT ASSOCIATION
of
The University of Texas at Tyler

STATEMENT OF PURPOSE

It is the primary purpose of the Student Government of The University of Texas at Tyler, hereafter known as the Student Association, to represent the corporate Student Body and to provide a unified voice in student dealings with individuals and agencies outside of that body. In its advisory capacity, the Student Association will operate within the laws of the State of Texas, the Rules and Regulations of the Board of Regents of The University of Texas System, and the procedures established by The University of Texas at Tyler. The activities of the Student Association include, but are not limited to the following:

1. Representing those ideals, goals, and programs which are of general Student Body interest to the administration and to other groups within and without the University structure.
2. Serving as a forum for the presentation of student interests and desires, determining which of these represent the opinions of a majority of the Student Body, and then acting to further the accomplishment of these goals.
3. Enhancing the intellectual life of the University, through providing opportunities for students to expose themselves to the widest possible range of contemporary thought and opinion.
4. Working with the administration and faculty toward providing adequate student services programs to meet the students' needs.
5. Advising the University administration of student opinion.

ARTICLE I
STUDENT ASSOCIATION

Section 1. Composition

The Student Association of The University of Texas at Tyler shall be composed

of two undergraduate representatives and one graduate representative elected from each school, along with the President and Vice President of the Student Body elected at large.

Section 2. Term of Office

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

Section 3. Assumption of Office

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

Section 4. Other Representation

The President and Vice President of the Student Body of The University of Texas at Tyler shall serve on the Student Association.

Section 5. Presiding Officer

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

Section 6. Quorum

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

Section 7. Meetings

of two undergraduate representatives and one graduate representative elected from each school, along with the President and Vice President of the Student Body elected at large.

Section 2. Term of Office

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

Section 3. Assumption of Office

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

Section 4. Other Representation

The President and Vice President of the Student Body of The University of Texas at Tyler shall serve on the Student Association.

Section 5. Presiding Officer

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

Section 6. Quorum

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

Section 7. Meetings

The Student Association shall hold a regular meeting twice a month during September, October, November, February, March, April, and once a month during December, January, and May. During each summer session, the Student Association shall hold one regular meeting.

Section 8. Advisors

The Dean of Student Services shall be the advisor of the Student Association. One additional advisor may be approved by the President of the University upon recommendation of the Student Association.

ARTICLE II EXECUTIVE FUNCTION

Section 1. Executive Officers

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

Section 2. Election of President and Vice President

The President and Vice President of the Student Association shall be chosen by an at-large election of the entire Student Body to be conducted in conjunction with the election of undergraduate student representatives in the spring of each year.

Section 3. Selection of Other Executive Officers

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

Section 4. Term of Office

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

- (2) The term of office for the Secretary, Treasurer, and Parliamentarian shall correspond to each session of the Student Association, which is from the first day of October until the last day of September the following year.

ARTICLE III FUNCTIONS AND POWERS

Section 1. Legislative Power

The legislative power of the Student Body shall be vested in the Student Association and shall be the highest level of elected student government of The University of Texas at Tyler.

Section 2. Powers and Responsibilities of the Student Association

The Student Association shall have the power and responsibility to:

- (1) Be the official representative of the Student Body.
- (2) Express its opinions concerning any topic that is of interest to the Student Body, discuss any questions or matters within the scope of this Constitution, and make recommendations to any individual or group, or both, on any such matters or questions.
- (3) Propose or enact legislation on any matter or question that rests entirely in the Student Body with the exception of those functions and powers reserved to the Student Judicial Board in Article VI of this Constitution.
- (4) Make recommendations to the President of the Student Body concerning student appointments.

Section 3. Voting by Proxy

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

Section 4. Parliamentary Authority

Unless otherwise prescribed in this Constitution of the Student Association of

The University of Texas at Tyler, Robert's Rules of Order Newly Revised shall serve as the official rules of procedure.

Section 5. Powers and Responsibilities of the President

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

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

Section 6. Powers and Responsibilities of the Vice President

The Vice President shall have the power and responsibility to:

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

Section 7. Secretary of the Student Association

The Secretary of the Student Association shall:

- (1) Be an elected member of the Student Association.
- (2) Maintain a record of all proceedings of the Student Association.

- (5) Assist the President and Vice President in the execution of their duties.
- (4) Manage all correspondence of the Student Association.

Section 8. Treasurer of the Student Association

The Treasurer of the Student Association shall:

- (1) Be an elected member of the Student Association.
- (2) Maintain the financial records of the Student Association.
- (3) Publish in the official University of Texas at Tyler newspaper by January 1 and June 1 of each year a financial statement which shall include a complete record of all financial transactions of the Student Association, and any other information the Student Association may designate.
- (4) Serve as a member of the Budget Committee.

Section 9. Parliamentarian of the Student Association

The Parliamentarian of the Student Association shall:

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

Section 10. Executive Committee

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

ARTICLE IV QUALIFICATIONS AND ELECTIONS

Section 1. General Qualifications

No person shall be a candidate for or hold office in the Student Association

under the authority of this Constitution unless he/she shall:

- (1) Be enrolled for a minimum of nine hours on the undergraduate level or six hours on the graduate level during the fall and spring semesters.
- (2) Be in good academic standing.
- (3) Be a regularly enrolled student in the school from which he/she was elected and remain a member of his/her constituency in order to continue membership in the Student Association.
- (4) Be a candidate or hold an office from only one school per election.

Section 2. Term of Office for President and Vice President

The President and Vice President may be elected for only one full term in the same office. A term shall consist of one year. The completion of an unexpired term does not render one ineligible for full term election in that office.

Section 3. Voting

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

Section 4. Elections

- (1) All elections provided for in this Constitution shall be administered by the Rules Committee.
- (2) To be elected President or Vice President of the Student Body, a candidate must receive forty percent of the votes cast for that office in a general Student Body election. If no candidate receives the required forty percent, or if there is a tie, there will be a run-off between the top two candidates. If two candidates receive at least forty percent and neither receives a majority, there will be a run-off between these two candidates.
- (3) Write-in balloting shall not be accepted in any run-off election.
- (4) All other elections shall be decided by a plurality of the votes cast, provided that in the event of a tie vote, a run-off election

shall be held.

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

ARTICLE V STANDING COMMITTEES

Section 1.

The standing committees of the Student Association are appointed by the President of the Student Association and shall consist of the Student Life Committee, the Rules Committee, the Budget Committee, and the Student Communications Committee.

Section 2. Composition

Each of the standing committees shall be composed of five members of the Student Body. The inclusion of at least one undergraduate and graduate member per committee shall be encouraged.

Section 3. Chairperson

- (1) The Chairperson of each committee shall be appointed by the President of the Student Association.
- (2) No person shall be Chairperson of more than one standing committee.
- (3) The Chairperson of each committee shall have the right to include items on the agenda of the Student Association meetings.
- (4) The Chairperson of each committee shall be a member of the Student Association.

Section 4. Committee Responsibilities

- (1) The Student Life Committee shall be responsible for coordinating all student activities. It shall also serve as the means of communication between the students and faculty.
- (2) The Student Communications Committee shall be responsible for all communications between the Student Association and the Student Body.
- (3) The Rules Committee shall establish election procedures and administer the conduct of all elections within the framework of

this Constitution. It shall also deal with matters relating to student organizations.

- (4) The Budget Committee shall participate in the preparation of the Student Services budget, may administer the expenditure of the Student Association funds, and may make recommendations on the various student fees.

ARTICLE VI STUDENT JUDICIAL BOARD

Section 1. Composition

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

Section 2. Term of Office

Members of the Student Judicial Board shall serve for the duration of their current academic degree programs at The University of Texas at Tyler. When a member is not enrolled as a full-time student in a fall or spring semester, membership on the Student Judicial Board is terminated.

Section 3. Presiding Officer

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

Section 4. Selection Process

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

Section 5. Constitutional Interpretation

The Student Judicial Board shall arbitrate over matters of interpretation of this Constitution and acts of the Student Association. Any member of the Student

Association may petition the Student Judicial Board concerning any matter heretofore mentioned. The Student Judicial Board shall decide by simple majority of its members whether to hear a case, and shall by a four-fifths majority render a decision that shall be final and binding upon all concerned parties.

Section 6.

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

ARTICLE VII
VACATING AN OFFICE

Section 1. Removal from Office

- (1) Any person serving on any committee or board under the provisions of this Constitution may upon petition by the Executive Committee or by one-fourth of the Student Association be removed from office upon approval of two-thirds of the entire Student Association.
- (2) If at any time a person serving under the provisions of this Constitution can no longer meet the minimum requirements outlined for the office in this Constitution, that office automatically becomes vacant.

Section 2. Succession

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

Section 3. Special Elections

Upon a vacancy occurring in any elected office, a special election shall be held to fill that vacancy within ninety (90) days of the vacancy occurring or at the next general election, whichever comes first. Persons elected in special elections shall serve until the next regularly scheduled election for that office.

Section 4. Student Judicial Board Vacancies

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

ARTICLE VIII
RATIFICATION AND AMENDMENT

Section 1. Student Association-Initiated Amendment

Any member of the Student Association may propose amendments to this Constitution. The proposed amendment must lie on the table for thirty (30) days, after which the Student Association must vote on the proposed amendment. If three-fourths of the total membership of the Student Association favors the amendment, it must be submitted to the Student Body for approval or disapproval.

Section 2. Student Body-Initiated Amendment

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

Section 3. Ratification

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

Section 4. Permanent Copy

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

Section 5. Deletion and Substitution

Amendments by deletion and substitution are allowed.

Section 6. Ex Post Facto

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

Section 7.

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

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 60 - 75).--
The Buildings and Grounds Committee met in open session on Thursday morning and completed all of its business except the following three items:

16. U. T. Austin - Student Family Housing - Phase IA: Approval of Final Plans; Authorization to Advertise for Bids Therefor (See Page 68 .)
17. U. T. Austin - Student Family Housing - Phase IA, First Stage Utilities: Award of Contract to Austin Engineering Company, Inc., Austin, Texas, and Appropriation Therefor (See Page 68 .)
22. U. T. San Antonio - Student Housing: Authorization for Feasibility Study; Appointment of Consulting Architect; and Appropriation Therefor (See Page 72 .)

These items were considered by the Committee on Friday morning and are incorporated in this report.

Report

Committee Chairman Law filed the following report and indicated that all actions were approved without objection unless otherwise indicated:

1. University Lands Office Bldg - Hal P. Bybee Bldg
U. T. System (University Lands) - Hal P. Bybee Building: Authorization for Emergency Repair and Rehabilitation; Appointment of Peters and Fields, Odessa, Texas, Project Architect, to Prepare Final Plans; Authorization to Advertise for Bids and Award Contracts; and Appropriation Therefor.--To rectify recent rain damage, the Buildings and Grounds Committee without objection and upon the recommendation of Laddie Long, Manager of University Lands - Oil, Gas and Mineral Interests, Vice Chancellor Boyd and Chancellor Walker:
 - a. Authorized emergency repair and rehabilitation of the Hal P. Bybee Building, the University Lands Office Building in Midland, Texas, at an estimated total project cost of \$95,000

This includes re-roofing, replacement of insulation and ceiling tile, restoration of interior partitions, repainting, new carpeting and repair or replacement of lighting fixtures.
 - b. Appointed the original project architect, Peters and Fields, Odessa, Texas, to prepare final plans and specifications for the repair and rehabilitation work
 - c. Subject to the approval of the final plans by Vice Chancellor Boyd and Chancellor Walker, authorized the Office of Facilities Planning and Construction to advertise for bids and, also, authorized Vice Chancellor Boyd to approve and award all necessary contracts related to the repair work and completion of the project within available funds
 - d. Appropriated \$95,000 from the Available University Fund to provide for the total project cost including building repair and rehabilitation, fees, furnishings and related project expenses

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It was noted that it may be necessary to place a mobile trailer unit on the site to house certain functions during rehabilitation.

The construction contract award will be reported at a future Board meeting.

2. University Lands Office Bldg - Hal P. Bybee Bldg.
U. T. System (University Lands) - Addition to Hal P. Bybee Building, Midland, Texas: Authorization to Construct New Addition; Appointment of Peters and Fields, Odessa, Texas, Project Architect, to Prepare Final Plans; Authorization to Advertise for Bids; and Appropriation Therefor. -- System Administration reported that the management functions of the oil, gas, mineral and surface interests of University Lands have greatly increased and necessitated additional office space therefor. Upon the recommendation of Laddie Long, Manager of University Lands - Oil, Gas and Mineral Interests, Vice Chancellor Boyd and Chancellor Walker and without objection, the Buildings and Grounds Committee:

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- a. Authorized construction of a new addition to the Hal P. Bybee Building, Midland, Texas, at an estimated total cost of \$98,300
- b. Appointed the architect used in the repair and rehabilitation project, Peters and Fields, Odessa, Texas, to prepare final plans for the new addition
- c. Subject to the approval of the final plans by Vice Chancellor Boyd and Chancellor Walker, authorized the Office of Facilities Planning and Construction to advertise for bids which are to be presented to the Board for consideration at a future meeting
- d. Appropriated \$5,000 from the Available University Fund for fees and related expenses through completion of final plans

3. U. T. System - Vineyard Field Warehouse (University Lands - Surface Interests, Leasing and Agricultural Projects): Award of Contract to Basco Building Systems, Odessa, Texas, and Additional Appropriation Therefor. -- Following a review of the tabulation of bids and upon the recommendation of Manager of University Lands - Surface Interests Billy Carr, Vice Chancellor Boyd and Chancellor Walker, the Buildings and Grounds Committee without objection:

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- a. Awarded the construction contract for the Vineyard Field Warehouse to the lowest responsible bidder, Basco Building Systems, Odessa, Texas, as follows:

Base Bid	\$114,551
Less Negotiated Reductions	<u>-16,262</u>
Total Contract Award	<u>\$ 98,289</u>

- b. Authorized a total project cost of \$99,569 to cover the building construction contract award and related project expenses

- c. Appropriated additional funds in the amount of \$4,569 from Interest on Permanent University Fund Bond proceeds to provide for the total project cost, \$95,000 having been previously appropriated from Interest on Permanent University Fund Bond proceeds

College of Engineering Laboratory Bldg

4. U. T. Arlington - Engineering Building Addition and Renovation: Authorization for Project, Appointment of Albert S. Komatsu & Associates, Fort Worth, Texas, Project Architect and Appropriation Therefor. --Committee Chairman Law reported that in discussion with President Nedderman he had learned that the Engineering Building Addition and Renovation was one of two priority items at The University of Texas at Arlington based on need and projected enrollment. Though all the funding is not yet available, in order to cut down on the usual time frame for completion of a project of this size, the Buildings and Grounds Committee took the following action upon recommendation of President Nedderman and Chancellor Walker:

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- a. Authorized expansion of the College of Engineering Facilities at The University of Texas at Arlington through construction of a new building addition of approximately 150,000 gross square feet and renovation of the existing Engineering Building at an estimated total project cost of \$18,700,000
- b. Appropriated \$200,000 from ad valorem tax proceeds for fees and related project expenses through completion of preliminary plans

The Committee further, upon motion of Regent Hav, seconded by Regent Powell, appointed the firm of Albert S. Komatsu & Associates, Fort Worth, Texas, Project Architect to prepare preliminary plans and cost estimate to be presented at a future meeting of the Board of Regents for consideration.

Coordinating Board

5. U. T. Arlington - Additional Parking Facilities; Authorization to (a) Construct Five Parking Lots; (b) Submit Project to Coordinating Board; (c) Subject to Coordinating Board Approval, Complete Final Plans, Advertise for Bids and Award Construction Contracts by U. T. Arlington Administration; and Appropriation Therefor. --To help alleviate urgent parking needs for registered cars on campus, the Buildings and Grounds Committee, upon the recommendation of President Nedderman and Chancellor Walker, without objection:

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- a. Authorized construction of five parking lots in the north and southeast sectors of the campus of The University of Texas at Arlington to add approximately 1,368 parking spaces at an estimated total project cost of \$542,400
- b. Authorized submission of the project to the Coordinating Board, Texas College and University System
- c. Subject to Coordinating Board approval, authorized completion of final plans and specifications by the U. T. Arlington Physical Plant Staff, bid advertisement, awarding of construction contracts by U. T. Arlington Administration and subsequent completion of the project by U. T. Arlington Physical Plant Staff with its own forces or contract services, in consultation with the Office of Facilities Planning and Construction

- d. Appropriated \$542,400 from U. T. Arlington Account No. 0566, Unappropriated Plant Funds Interest on Local Funds, for the estimated total project cost of the five parking lots

The construction contract awards will be reported at a future Board meeting.

Central Heating & Cooling Plant

6. U. T. Arlington - Thermal Energy Plant (West Side) and Campus Distribution System Therefor (Expansion of Present Thermal Energy Services): Authorization for Project; Appointment of Love Friberg & Associates, Inc., Fort Worth, Texas, Project Engineer; and Appropriation Therefor. --Committee Chairman Law stated that this project is the second of two priority projects based on need at The University of Texas at Arlington and that the existing Thermal Energy Plant will be operating at maximum capacity as soon as the Nursing School Building is completed. Whereupon, the Buildings and Grounds Committee, upon recommendation of President Nedderman and Chancellor Walker, without objection:

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- a. Authorized expansion of The University of Texas at Arlington thermal energy services through construction of a new Thermal Energy Plant on the west side of the campus including all necessary modifications to the existing plant and campus distribution system at an estimated total project cost of \$10,400,000
- b. Appropriated \$96,000 from ad valorem tax proceeds for fees and related project expenses through completion of preliminary plans

The Committee further, upon motion of Regent Powell, seconded by Regent Williams, appointed the firm of Love Friberg & Associates, Inc., Fort Worth, Texas, Project Engineer to prepare preliminary plans and cost estimate to be presented at a future Board meeting for consideration.

It was noted that this additional thermal energy will be required to serve future new buildings and existing building additions contemplated during the next ten years.

7. U. T. Austin - College of Business Administration and Graduate School of Business - Facilities Improvements and Expansion: Report of Feasibility Study; Authorization for Phase I (University Teaching Center); Appointment of Graeber, Simmons & Cowan, Austin, Texas, Project Architect; Authorization to Purchase Furnishings; and Appropriation Therefor. --Mr. Al Simmons, representing the Consulting Architect, presented a detailed report of the feasibility study for the facilities improvements and expansion of the College of Business Administration and Graduate School of Business at The University of Texas at Austin. Dr. George Kozmetsky, Dean of the College of Business Administration, expressed his approval of the feasibility study and following a rather detailed discussion, the Buildings and Grounds Committee upon recommendation of President Flawn and Chancellor Walker without objection:
- a. Accepted the feasibility study for the facilities improvements and Expansion of the College of Business Administration and Graduate School of Business in principle and authorized new construction of Phase I (University Teaching Center) at The University of Texas at Austin at an estimated September 1980 construction cost of \$13,400,000

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Phase I also includes a pedestrian bridge across 21st Street which will also carry utilities to the University Teaching Center.

- b. Approved the site presently occupied by Robert E. Lee Hall for the Phase I construction (Robert E. Lee Hall will be demolished.)
- c. Appointed the Consulting Architect, Graeber, Simmons & Cowan, Austin, Texas, Project Architect, with authorization for the preparation of preliminary plans for Phase I (University Teaching Center) which will be presented at a future meeting for consideration
- d. Authorized early purchase of office furnishings for immediate use and subsequent re-use in renovated facilities and appropriated \$300,000 from the Available University Fund for this procurement
- e. Appropriated \$136,000 from Permanent University Fund Bond proceeds for fees and related project expenses through completion of Phase I preliminary plans

8. U. T. Austin - Education Building - Remodeling for the Graduate School of Library Science: Authorization for Feasibility Study; Appointment of Crain/Anderson, Inc., Houston, Texas, Consulting Architect; and Appropriation Therefor. --In order to free space in the Harry Ransom Center for the Humanities Research Collections and operations, it is proposed that the Graduate School of Library Science at The University of Texas at Austin be moved to the Education Building. In connection with this proposed move, the Buildings and Grounds Committee upon recommendation of President Flawn and Chancellor Walker and without objection:

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- a. Authorized a feasibility study for the proposed remodeling of the Education Building for use by the Graduate School of Library Science of The University of Texas at Austin
- b. Appointed the original project architect, Crain/Anderson, Inc., Houston, Texas, as Consulting Architect to work with a Planning Committee from U. T. Austin and the Office of Facilities Planning and Construction in preparing a feasibility study and a cost estimate, with recommendations to be presented at a future Board meeting for consideration
- c. Appropriated \$30,000 from Permanent University Fund Bond proceeds for the feasibility study including fees and related expenses

9. U. T. Austin - Engineering Teaching Center II: Approval of Revised Final Plans; Authorization to Advertise for Bids; and Additional Appropriation for Fees. --Mr. George Page and Mr. Tom Russell, representing the Project Architect, Page Southerland Page, Austin, Texas, were present at the meeting and Mr. Russell presented the revised plans and specifications for the construction of Engineering Teaching Center II at The University of Texas at Austin. The plans were revised in accordance with the authorization of the Board of Regents on October 12, 1979. During the discussion that followed and in response to Regent Blumberg's question, it was noted that the brick chosen will be very similar to the brick used on Cockrell Hall

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(Engineering Teaching Center I). Following the discussion and upon recommendation of President Flawn and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Approved the revised final plans and specifications for the construction of Engineering Teaching Center II, a nine-story building of approximately 225,000 gross square feet of assignable space, plus a penthouse mechanical space, at The University of Texas at Austin at an estimated project cost of \$29,000,000
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration
- c. Appropriated additional funds in the amount of \$270,000 from Permanent University Fund Bond proceeds toward fees for the revisions of final plans

10. U. T. Austin - Robert Lee Moore Hall (Institute of Fusion Studies) - Remodeling in the West Section of Level Eleven: Approval of Final Plans and Authorization to Advertise for Bids Therefor. -- Mr. Bob Coffee and Mr. Bill Schench, representing the Project Architect, Coffee and Crier, Austin, Texas, presented the final plans and specifications for the Remodeling in the West Section of Level Eleven for the Institute of Fusion Studies at The University of Texas at Austin and indicated that the project would require more remodeling than originally determined including replacement of the ceiling and flooring in corridors adjacent to the office space to be remodeled. This will increase the scope of the remodeling by approximately 1,000 square feet and increase the cost per square foot and ultimately the total project cost.

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Committee Chairman Law questioned the large spread for contingencies. Director Kristoferson explained that the first estimate had been prepared by the U. T. Austin Physical Plant assuming they would do the work. Regent Powell stated that the Board should have a closer estimate on the cost before it is asked to approve a project. Committee Chairman Law requested that every effort be made to give the Board accurate figures.

Committee Chairman Law and Regent Williams congratulated President Flawn and the Institute of Fusion Studies on the entire project which is of great significance not only to U. T. Austin but also the nation.

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

- a. Approved the final plans and specifications for the Remodeling for the Institute of Fusion Studies at The University of Texas at Austin at a revised estimated total project cost of \$310,000 to cover 7,000 square feet of space (previously estimated at \$190,000 for 6,000 square feet of space)
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

11. U. T. Austin - Robert Lee Moore Hall - Pedestrian Plaza Improvements and New Landscape Planting Over the Site of Texas Experimental Tokamak Project: Award of Contract to Randall & Blake, Inc., Dallas, Texas, and Additional Appropriation Therefor. -- Following a review of the tabulation of bids and upon the recommendation of President Flawn and Chancellor Walker, the Buildings and Grounds Committee without objection:

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- a. Awarded the construction contract for the Pedestrian Plaza Improvements at Robert Lee Moore Hall at The University of Texas at Austin to the lowest responsible bidder, Randall & Blake, Inc., Dallas, Texas, as follows:

Base Bid	\$123,870
Additive Alternates:	
No. 1 Add Trees	7,200
No. 2 Complete Electrical System	5,600
No. 3 Add Sidewalk	4,900
Total Contract Award	<u>\$141,570</u>

- b. Authorized a revised total project cost of \$175,000 to cover the construction contract award, landscaping, fees and related project expenses.
- c. Appropriated additional funds in the amount of \$165,225 from the Available University Fund to provide for the total project cost, \$9,775 having been previously appropriated from the same source.

12. Architecture - Facilities Improvement
U. T. Austin - Sutton Hall - Renovation (School of Architecture) - Facilities Improvements, Phase I: Approval of Final Plans; and Authorization to Advertise for Bids Therefor. -- Final plans and specifications for the renovation of Sutton Hall at The University of Texas at Austin were prepared by the Project Architect, Thomas Booziotis & Associates, Dallas, Texas, and Chartier Newton, Austin, Texas, in accordance with prior authorization by the Board of Regents. The Buildings and Grounds Committee upon recommendation of President Flawn and Chancellor Walker without objection:

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- a. Approved the final plans and specifications for the Renovation of Sutton Hall (to be utilized by the School of Architecture) at The University of Texas at Austin at an estimated total project cost of \$4,569,156.
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration.

It was noted that final plans for the Remodeling of Goldsmith Hall, new construction at Goldsmith Hall and site development (also part of Phase I) will be brought to the Board at a future meeting for consideration.

13. U. T. Austin - Little Campus Buildings: Approval of Functions for Re-Use of Buildings C and H: Authorization for Project Architect, Beran and Shelmire, Dallas, Texas, to Prepare Feasibility Study and Cost Estimate and Appropriation Therefor. -- Following discussion about the major rehabilitation of the two remaining Little Campus Buildings (Buildings C and H) at The University of Texas at Austin, President Flawn and Chancellor Walker recommended and the Buildings and Grounds Committee upon motion of Regent Williams, duly seconded and without objection:
- a. Authorized the Little Campus Buildings of The University of Texas at Austin designated as Buildings C and H to be used for administrative support functions, specifically an Admissions Center and an Employee Relations Center
- b. Authorized the Project Architect, Beran and Shelmire, Dallas, Texas, to (1) revise the previously approved preliminary cost estimate to reflect the changed use for a two story (circa 1859) Building C; (2) prepare a revised feasibility study including estimated renovation cost for Building H to accommodate the new support functions and (3) prepare an alternative feasibility study and cost estimate for preservation of a three story (circa 1890) Building C, with a report to be made to the Board for consideration at a future meeting (as suggested by Regent Richards at the meeting)
- c. Appropriated \$40,000 from the Available University Fund for fees related to this work

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14. U. T. Austin - Lyndon Baines Johnson Library - Major Modifications - Phase I: Award of Contract to Turner-Pilkinton Construction Company, Inc., Austin, Texas. -- Following a review of the tabulation of bids and upon recommendation of President Flawn and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Awarded a construction contract for Phase I Major Modifications of the Lyndon Baines Johnson Library at The University of Texas at Austin to the lowest responsible bidder, Turner-Pilkinton Construction Company, Inc., Austin, Texas, in the amount of the base bid of \$330,100
- b. Authorized a total project cost of \$657,408 to cover the construction contract award, movable furnishings, and equipment, air balancing, fees and related project expenses within funds previously appropriated for the project

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It was noted that the Phase I Major Modifications involve conversion of unfinished space under the Sid Richardson Building into a dry storage area for use by the General Services Administration which operates the L.B.J. Library.

15. U. T. Austin - Lyndon Baines Johnson Library - Major Modifications - Phase II: Approval of Preliminary Plans; Authorization to Prepare Final Plans Therefor. -- Mr. Al Simmons and Mr. R. Max Brooks, representing the Project Architect, Graeber, Simmons & Cowan, in association with R. Max Brooks, Austin, Texas, presented the preliminary plans and specifications for Phase II of the Major Modifications to the Lyndon Baines Johnson Library at The University of Texas at Austin including expansion of the eighth floor, improving exhibit systems, new facilities for food service, a new orientation theatre, and a new passenger elevator which will provide a means for mobility impaired persons to bypass existing architectural barriers.

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Following this presentation, the Buildings and Grounds Committee upon recommendation of President Flawn and Chancellor Walker without objection:

- a. Approved the Phase II preliminary plans and specifications for major modifications to the Lyndon Baines Johnson Library of The University of Texas at Austin at an estimated total project cost of \$1,732,131
 - b. Authorized the project architect to prepare final plans and specifications for consideration of the Board of Regents at a future meeting
16. U. T. Austin - Student Family Housing - Phase IA: Approval of Final Plans; Authorization to Advertise for Bids Therefor. --
During the consideration of the final plans and specifications for Phase IA of the Student Family Housing at The University of Texas at Austin, Committee Chairman Law emphasized the fact that this is a project that has occupied the attention and interest of the Board as much as anything in recent years and expressed appreciation to the group of students who worked diligently with the Administration on this project. Committee Chairman Law then asked President Flawn for his comments.

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President Flawn stated that he was, and he believed the students were also, very pleased with the design and congratulated the architects. He said that we are working on the financing and believe we will be able to provide low cost housing.

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

- a. Approved the final plans and specifications for the Student Family Housing Phase IA of The University of Texas at Austin at an estimated total project cost of \$9,200,000
- b. Subject to completion of funding, authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

(See Page 60 .)

17. U. T. Austin - Student Family Housing - Phase IA, First Stage Utilities: Award of Contract to Austin Engineering Company, Inc., Austin, Texas, and Appropriation Therefor. -- Upon recommendation of President Flawn and Chancellor Walker, and after reviewing a tabulation of bids, the Buildings and Grounds Committee without objection:

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- a. Awarded the construction contract for First Stage Utilities of the Phase IA of Student Family Housing at The University of Texas at Austin to the lowest responsible bidder, Austin Engineering Company, Inc., Austin, Texas, in the amount of the base bid of \$126,100
- b. Authorized a total project cost of \$160,825 to cover the construction contract award for the First Stage Utilities, fees and related project expenses

- c. Appropriated funds in the amount of \$160,825 from Auxiliary Enterprises Administration - Unallocated to provide for the total cost of the First Stage Utilities

(See Page 60 .)

Utility Tunnel

- 18. U. T. Austin - (1) Expansion of Campus Utilities Distribution System Extending Tunnel Along Red River Street: Award of Contract to Maufrais Brothers, Inc., Austin, Texas, and Additional Appropriation Therefor: (2) Red River Street, Widening from Twenty-Third Street to Twenty-Sixth Street: Appointment of Special Committee to Award Contract and Appropriation for Project. -- Following a review of the tabulation of bids, the Buildings and Grounds Committee upon the recommendation of President Flawn and Chancellor Walker and without objection:

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- a. Awarded the construction contract for Expansion of Campus Utilities Distribution System - Tunnel Extension along Red River Street at The University of Texas at Austin to the lowest responsible bidder, Maufrais Brothers, Inc., Austin, Texas, in the amount of the base bid of \$2,425,000
- b. Authorized a revised total project cost of \$2,868,110 to cover the construction contract award, fees and related project expenses
- c. Appropriated additional funds in the amount of \$2,708,110 from Permanent University Fund Bond proceeds to provide for the total project cost of the contract for tunnel extension, \$160,000 having been previously appropriated from Permanent University Fund Bond proceeds
- d. Appointed a special committee consisting of President Flawn, Director Kristoferson, Vice Chancellor Boyd, Chancellor Walker, Regent Newton and Regent Richards to award a construction contract for the widening and modifications of Red River Street from Twenty-Third to Twenty-Sixth Street within funds appropriated for the project
- e. Appropriated \$1,223,000 from Permanent University Fund Bond proceeds for the estimated total project cost of the widening and other modifications of Red River Street

Library, Central

- 19. U. T. El Paso - Central Library: Authorization for Feasibility Study; Appointment of Fouts, Gomez & Moore, Inc., El Paso, Texas, Consulting Architect; and Appropriation Therefor. -- In order to study the growing needs of the U. T. El Paso libraries, President Monroe and Chancellor Walker have recommended and the Buildings and Grounds Committee without objection has:

FILE NO. 200
 DOCUMENT
 REMARKS

- a. Authorized a feasibility study for a Central Library on the campus of The University of Texas at El Paso
- b. Appropriated \$30,000 from Permanent University Fund Bond proceeds for the feasibility study including fees and related expenses

In response to Regent Richards' inquiry, President Monroe assured him that the present library when vacated could be used for archives and administrative offices. Whereupon, the Committee, upon motion

of Regent Richards, seconded by Regent Williams, appointed the firm of Fouts, Gomez & Moore, Inc., El Paso, Texas, Consulting Architect to work with a Planning Committee from U. T. El Paso and the Office of Facilities Planning and Construction in preparing a feasibility study and a cost estimate to be presented at a future meeting of the Board for consideration.

20. Memorial Gymnasium - Four Additional Handball Courts
U. T. El Paso - Military Science Building and Four Additional Handball Courts in Memorial Gymnasium: Award of Contract to Hines-Boyd General Contractors, Inc., El Paso, Texas, Additional Appropriation Therefor; Inscription for Plaque for Military Science Building. -- Following a review of the tabulation of bids and upon the recommendation of President Monroe and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Awarded a construction contract for the Military Science Building and Four Additional Handball Courts in Memorial Gymnasium at The University of Texas at El Paso to the lowest responsible bidder, Hines-Boyd General Contractors, Inc., El Paso, Texas, as follows:

Base Bid	\$638,000
Additive Alternates	
No. 1 Add Sewer Line	21,000
No. 2 Add Flexible Sheet Roof	<u>4,950</u>
Total Contract Award	<u>\$663,950</u>

- b. Authorized a total project cost of \$790,000 to cover the building construction contract award, movable furnishings and equipment, landscaping, fees and related project expenses
- c. Appropriated additional funds in the amount of \$757,280 from Permanent University Fund Bond proceeds to provide for the total project cost, \$32,720 having been previously appropriated from the same source
- d. Approved the inscription as set out below for the plaque to be placed on the Military Science Building
 (This inscription follows the standard pattern approved by the Board on June 1, 1979.)

MILITARY SCIENCE BUILDING
 1980

BOARD OF REGENTS

Dan C. Williams, Chairman
 Thos. H. Law, Vice-Chairman
 Jane Weinert Blumberg
 (Mrs. Roland K.)
 Sterling H. Fly, Jr., M.D.
 Jess Hay
 Jon P. Newton
 James L. Powell
 Howard N. Richards
 Walter G. Sterling

E. D. Walker
 Chancellor, The University
 of Texas System
 Haskell M. Monroe, Jr.
 President, The University
 of Texas at El Paso

Foster Henry Henry & Thorpe
 Project Architect
 Hines-Boyd General Contractors, Inc.
 Contractor

(2)
 FILE NO. 200
 DOCUMENT
 REMARKS

Expansion

21. U. T. El Paso - Renovation of Miners' Hall: Award of Con-
tracts for Furniture and Furnishings to Abel Contract Furniture
& Equipment Co., Inc., Austin, Texas; The Imperial Furniture
Company, Inc., El Paso, Texas; and Virco Mfg. Corporation,
Bedford, Texas. --Of the tabulation of bids for furniture and furnish-
ings for the Renovation of Miners' Hall at The University of Texas at
El Paso, it was noted that in regard to Base Proposal "G" (Window
Coverings) three bids were received, but two of the bids were not
responsive and could not be considered. The third bid was less than
the estimated cost of Base Proposal "G" and its approval was recom-
mended. The Buildings and Grounds Committee upon recommendation
of President Monroe and Chancellor Walker and without objection:

FILE NO. 279
DOCUMENT 12
MARKS

- a. Awarded the contract for Base Proposals "C", "D" and "E"
to the lowest responsible bidder, Abel Contract Furniture &
Equipment Co., Inc., Austin, Texas, as follows:

Base Proposal "C" (Stacking Chairs)	\$ 2,666.32
Base Proposal "D" (Classroom & Office Furniture)	19,136.47
Base Proposal "E" (Office Furniture)	<u>12,323.71</u>
Total Contract Award to Abel Contract Furniture & Equipment Co., Inc.	\$34,126.50

- b. Awarded the contract for Base Proposals "F" and "G" to
The Imperial Furniture Company, Inc., El Paso, Texas,
as follows:

Base Proposal "F" (Carpet)	6,453.25
Base Proposal "G" (Window Coverings)	<u>4,731.58</u>
Total Contract Award to The Imperial Furniture Company, Inc.	11,184.83

- c. Awarded the contract for Base Proposals "A" and "B" to
Virco Mfg. Corporation, Bedford, Texas, as follows:

Base Proposal "A" (Classroom Chairs)	10,176.50
Base Proposal "B" (Visitors' Chairs)	<u>987.25</u>
Total Contract Award to Virco Mfg. Corporation	<u>11,163.75</u>

GRAND TOTAL CONTRACT AWARDS	<u>\$56,475.08</u>
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It was noted that the funds necessary to cover these contract awards
are available in the Furniture and Equipment Account.

22. U. T. San Antonio - Student Housing: Authorization for Feasibility Study; Appointment of Cerna, Garza, Raba, Inc., San Antonio, Texas, Consulting Architect; and Appropriation Therefor. --After receiving a report on a study of the need for on-campus student housing at The University of Texas at San Antonio, the Buildings and Grounds Committee upon recommendation of President Wagener and Chancellor Walker and without objection:

FILE NO. 201
DOCUMENT
REMARKS

- a. Authorized a feasibility study for Student Housing at The University of Texas at San Antonio
- b. Appropriated \$30,000 from Unappropriated Plant Funds for the feasibility study including fees and related expenses

The Committee further, upon motion of Regent Fly, seconded by Regent Blumberg, and without objection, appointed the firm of Cerna, Garza, Raba, Inc., San Antonio, Texas, Consulting Architect to work with a Planning Committee from U. T. San Antonio and the Office of Facilities Planning and Construction in preparing a feasibility study and cost estimate with recommendations to be presented at a future Board meeting for consideration.

(See Page 60 .)

23. Dallas Health Science Center - Renovation of Locke Medical Building: Authorization for Project Subject to Coordinating Board Approval; Appointment of Harper, Kemp, Clutts & Parker, Dallas, Texas, Project Architect; and Appropriation Therefor. --Subject to the approval of the Coordinating Board, Texas College and University System, to acquire the Locke Medical Building, without objection, the Buildings and Grounds Committee upon recommendation of President Sprague and Chancellor Walker:

(2) A-19
FILE NO. 200
DOCUMENT
REMARKS

- a. Authorized renovation of the Locke Medical Building at the Dallas Health Science Center at an estimated total project cost of \$3,000,000
- b. Appropriated \$32,000 from Dallas Health Science Center Unexpended Plant Funds for fees and related project expenses through completion of preliminary plans

Subject to Coordinating Board approval of the property acquisition, the Committee, upon motion of Regent Hay, seconded by Regent Newton, appointed the firm of Harper, Kemp, Clutts & Parker, Dallas, Texas, Project Architect to prepare preliminary plans and a cost estimate to be presented at a future meeting of the Board for consideration.

24. Dallas Health Science Center - Renovation of Napa Building: Authorization for Project Subject to Coordinating Board Approval; Appointment of Dahl/Braden/Chapman, Inc., Dallas, Texas, Project Architect; and Appropriation Therefor. --Without objection, the Buildings and Grounds Committee, upon recommendation of President Sprague and Chancellor Walker and subject to the approval of the Coordinating Board, Texas College and University System:

A-19
FILE NO. 200
DOCUMENT
REMARKS

- a. Authorized renovation of the Napa Building at the Dallas Health Science Center at an estimated total project cost of \$1,215,000

- b. Appropriated \$15,000 from Dallas Health Science Center Unexpended Plant Funds for fees and related project expenses through completion of preliminary plans

Subject to the approval of the Coordinating Board of this property acquisition, the Committee, upon motion of Regent Richards, seconded by Regent Williams, appointed the firm of Dahl/Braden/Chapman, Inc., Dallas, Texas, Project Architect to prepare preliminary plans and a cost estimate to be presented to the Board at a future meeting.

25. Galveston Medical Branch (Galveston Medical School) - (1) Pharmacology Building (Formerly Referred to as Department of Pharmacology Building) - Remodeling and Addition to; (2) (New) Physical Plant Building Phase I; Award of Combined Contract to Spaw-Glass, Inc., Houston, Texas: Additional Appropriation Therefor and Inscription on Plaques.--Without objection, the Buildings and Grounds Committee approved the recommendations of President Levin and Chancellor Walker as follows:

- a. Awarded a construction contract to the lowest responsible bidder, Spaw-Glass, Inc., Houston, Texas, for the Remodeling and Addition to the Pharmacology Building and the (New) Physical Plant Building in the amount of the combined base bid of \$4,966,200
- b. Appropriated additional funds in the amount of \$492,000 from Galveston Medical Branch Account No. 2-44880-880320, \$5,000,000 having been previously appropriated from Medical Branch Unappropriated Balances (income from hospitals)
- c. Authorized a combined total project cost of \$5,492,000 for the combined construction contract award, fees and related project expenses
- d. Approved the plaque inscriptions for the two buildings as set out below (These inscriptions follow the standard pattern approved by the Board on June 1, 1979.):

(2)
200
FILE NO.
DOCUMENT
REMARKS

REMODELING AND ADDITION TO THE
PHARMACOLOGY BUILDING
1980

BOARD OF REGENTS

Dan C. Williams, Chairman
Thos. H. Law, Vice-Chairman
Jane Weinert Blumberg
(Mrs. Roland K.)
Sterling H. Fly, Jr., M.D.
Jess Hay
Jon P. Newton
James L. Powell
Howard N. Richards
Walter G. Sterling

E. D. Walker
Chancellor, The University
of Texas System
William C. Levin, M.D.
President, The University
of Texas Medical Branch
at Galveston
Louis Lloyd Oliver and Tibor
Beerman, A.I.A. Architects
Project Architect
Spaw-Glass, Inc.
Contractor

PHYSICAL PLANT BUILDING, PHASE I
1980

BOARD OF REGENTS

Dan C. Williams, Chairman
Thos. H. Law, Vice-Chairman
Jane Weinert Blumberg
(Mrs. Roland K.)
Sterling H. Fly, Jr., M.D.
Jess Hay
Jon P. Newton
James L. Powell
Howard N. Richards
Walter G. Sterling

E. D. Walker
Chancellor, The University
of Texas System
William C. Levin, M.D.
President, The University
of Texas Medical Branch
at Galveston

Louis Lloyd Oliver and Tibor
Beerman, A.I.A. Architects
Project Architect
Spaw-Glass, Inc.
Contractor

26. *Filed; AHS Sch and Nursing Sch 06/1*
Galveston Medical Branch - Building for School of Allied Health Sciences and School of Nursing; Authorization for Project; Appointment of Kenneth Bentsen & Associates, Houston, Texas, Project Architect; and Appropriation Therefor. --In response to the rapid growth of the School of Allied Health Sciences and the School of Nursing at The University of Texas Medical Branch at Galveston and upon recommendation of President Levin and Chancellor Walker, the Buildings and Grounds Committee without objection:

(2)
200
FILE NO.
DOCUMENT
REMARKS

- a. Authorized the design of a new building to be shared by the School of Allied Health Sciences and the School of Nursing at the Galveston Medical Branch
- b. Appropriated \$200,000 from Permanent University Fund Bond proceeds for fees and related project expenses through completion of preliminary plans

Upon motion of Regent Powell, seconded by Regent Richards, the Committee appointed the firm of Kenneth Bentsen & Associates, Houston, Texas, to prepare preliminary plans and cost estimate to be presented at a future meeting of the Board for consideration.

27. San Antonio Health Science Center - Expansion of Basic Science Teaching Space, Completion of Shelled Floors: Award of Contracts for Furniture and Furnishings to Abel Contract Furniture & Equipment Company, Inc., Austin, Texas; Carpet Services, Inc., San Antonio, Texas; Rockford Business Interiors, Austin, Texas; and Additional Appropriation Therefor. --System Administration presented a tabulation of bids received for the furniture and furnishings for the Expansion of the Basic Science Teaching Space, Completion of Shelled Floors at The University of Texas Health Science Center at San Antonio; and upon recommendation of President Harrison and Chancellor Walker, the Buildings and Grounds Committee without objection:

200
FILE NO.
DOCUMENT
REMARKS

- a. Awarded contracts to the following lowest responsible bidders:

Abel Contract Furniture & Equipment Co., Inc., Austin, Texas

Base Proposal "A" (Wood Furniture) \$11,688.96

Base Proposal "D" (Wood Desks) 22,755.18

Total Contract Award to Abel Contract Furniture & Equipment Co., Inc. \$ 34,444.14

Carpet Services, Inc., San Antonio,
Texas

Base Proposal "C" (Carpet) 4,648.00

Rockford Business Interiors, Inc.,
Austin, Texas

Base Proposal "B" (Steel Furniture &
Miscellaneous) 76,631.97

GRAND TOTAL CONTRACT AWARDS \$115,724.11

It was noted that in regard to Base Proposal "D" (Wood Desks) only one bid was received but as the wood matches exactly that of the desks currently in use and since the bid was substantially lower than the estimated cost of \$34,075, the bid was accepted.

- b. Appropriated \$115,724.11 from San Antonio Health Science Center Unexpended Plant Funds, Account No. 636-9000-8002 to provide for the contract awards needed for the Expansion of Basic Science Teaching Space - Completion of Shelled Floors 3 and 4 at the San Antonio Health Science Center

28. San Antonio Health Science Center - Library Building. Approval of Final Plans; and Authorization to Advertise for Bids. -- Mr. Pat Chumney and Mr. John Kell, representing the Project Architect, Phelps & Simmons & Garza and Chumney Jones & Kell, San Antonio, Texas, were present at the meeting and Mr. Kell presented renderings of the new Library Building at The University of Texas Health Science Center at San Antonio. Following his presentation, the Buildings and Grounds Committee upon recommendation of President Harrison and Chancellor Walker and without objection:

- a. Approved the final plans and specifications for the (New) Library Building at the San Antonio Health Science Center at an estimated project cost of \$9,500,000
- It was pointed out that the 66th Legislature appropriated \$9,500,000 for this project.
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

REPORT OF HEALTH AFFAIRS COMMITTEE (Pages 75-145). -- The following report of the Health Affairs Committee was submitted by Committee Chairman Fly who stated that all actions had been taken in open session and unanimously approved unless otherwise indicated. The report as set out below was adopted without objection:

1. U. T. System: Affiliation Agreement with The University of Arizona Health Science Center, Tucson, Arizona. -- Upon the recommendation of Chancellor Walker and without objection, approval was given to the affiliation agreement set out on Pages 76-82 by and between The University of Texas System and The University of Arizona Health Science Center, Tucson, Arizona, to be effective upon approval by the Board of Regents. This agreement will permit medical students from The University of Arizona Health Science Center to participate in electives at the U. T. System health institutions.

HEALTH CARE
EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT, made the _____ day of _____,
19 ____, by and between THE UNIVERSITY OF TEXAS SYSTEM ("System"), and
THE UNIVERSITY OF ARIZONA HEALTH SCIENCE CENTER ("UAHSC"), an educational
institution, having its principal offices at _____,
State of Arizona.

W I T N E S S E T H :

WHEREAS, System provides health care services for persons in need of
such services; and UAHSC provides an academic program with respect to health
care; and

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

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

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

NOW, THEREFORE, in consideration of the premises and of the benefits
derived and to be derived therefrom and from the program or programs established
and implemented by said parties, UAHSC and System agree that any program
agreed to by and between System and UAHSC during the term of this Agreement
for purposes of achieving the above described objectives of said parties

hereinafter called "Educational Experience Program" or "Program") shall be covered by and subject to the following terms and conditions:

1. The Program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of System and UAHSC, and approved in writing by the Chancellor of The University of Texas System.
2. The Program may be cancelled by either party by giving such written notice to the other of its intention to terminate the Program as provided in the Program Agreement; provided, however, that the Program shall automatically terminate upon termination of this Agreement.
3. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
4. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of System and UAHSC, and approved by the Chancellor of The University of Texas System.
5. Except for certain acts to be performed by UAHSC pursuant to express provisions of this Agreement, System hereby agrees to furnish the premises, personnel, services, and all other things necessary for the Educational Experience Program as specified in the Program Agreement and, in connection with such Program, further agrees;
 - (a) To comply with all federal, state, and municipal laws, ordinances, rules and regulations applicable to performance by

System of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to UAHSC or other entity when requested to do so by UAHSC.

- (b) To permit the authority responsible for accreditation of UAHSC's curriculum to inspect such facilities, services, and other things provided by System pursuant to this Agreement as are necessary for accreditation evaluation.
- (c) To appoint a person to serve for System Liaison ("Liaison") to the faculty and students engaged in the program; provided, however, that no person not having the prior written approval of UAHSC shall be appointed Liaison; and, in such connection, System shall furnish in writing to UAHSC (not later than thirty [30] days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by System to be Liaison, and within ten days after receipt of same, UAHSC shall notify System of UAHSC's approval or disapproval of such person. In the event the Liaison becomes unacceptable to UAHSC after appointment, and UAHSC so notifies System in writing, System will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this subparagraph (c).

6. UAHSC hereby agrees:

- (a) To furnish System with the names of the students assigned by UAHSC to participate in the Program.
- (b) To assign for participation in the Program

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

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

7. All notices under this Agreement shall be provided to the party to be notified in writing, either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a party when received by such party's designated representative.
8. All the agreements between the parties on the subject matter hereof have been reduced to writing herein. No amendments to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties and approved by the Board of Regents to The University of Texas System.
9. No oral representations of any officer, agent, or employee of System or UAHSC, either before or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder or under any Program Agreement.

10. System shall, to the extent authorized under the Constitution and laws of the State of Texas, hold UAHSC harmless from liability resulting from System's acts or omissions within the terms of this Agreement; provided, however, System shall not hold UAHSC harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, incident to, or resulting directly or indirectly from negligence (whether sole, joint, concurring, or otherwise) of UAHSC, its officers, agents, representatives, or employees, or any person or entity not subject to System's supervision or control.
11. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assignees; provided, however, that no assignment by either party shall be effective without prior written approval of the other party.
A delay in or failure of performance of either party shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent such delay or failure is caused by occurrences beyond the control of either party.
12. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and year of execution by System and UAHSC, and after such initial term, from year to year unless one party shall have given one hundred eighty (180) days prior written notice to the other party of intention to terminate this Agreement. If such notice is given, this

Agreement shall terminate: (a) at the end of the term of this Agreement during which the last day of such one hundred eighty (180) day notice period falls; or (b) when all students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; which ever event last occurs.

EXECUTED BY UAHSC and SYSTEM on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

UNIVERSITY OF ARIZONA HEALTH SCIENCE CENTER

ATTEST:

(Title)

By: _____
Lee B. Jones, Ph.D., Provost

ARIZONA BOARD OF REGENTS

ATTEST:

(Title)

By: _____
Sherwood E. Carr,
Treasurer/Contracting Officer

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

ATTEST:

(Title)

By: _____
Dr. William C. Levin, President

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

ATTEST:

(Title)

BY: _____
Dr. Roger J. Bulger, President

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

ATTEST:

(Title)

BY: _____
Dr. Frank Harrison, President

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT DALLAS

ATTEST:

(Title)

By: _____
Dr. Charles C. Sprague, President

THE UNIVERSITY OF TEXAS SYSTEM
CANCER CENTER

ATTEST:

(Title)

By: _____
Dr. Charles A. LeMaistre, President

THE UNIVERSITY OF TEXAS HEALTH
CENTER AT TYLER

ATTEST:

(Title)

BY: _____
Dr. George A. Hurst, Director

FORM APPROVED

CONTENT APPROVED

General Counsel of The
University of Texas System

Vice Chancellor for Health Affairs
The University of Texas System

Chancellor, The University of Texas
System

THE BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

ATTEST:

(Title)

Chairman, Board of Regents
The University of Texas System

BASED ON Model

- 2. U. T. Arlington: Affiliation Agreements with (a) City of Dallas, Dallas, Texas, and (b) Child Study Center, Inc., Fort Worth, Texas. --Without objection, approval was given to affiliation agreements by and between The University of Texas at Arlington and the following facilities. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below to be effective upon approval by the Board of Regents:

FILE NO. 400
DOCUMENT
REMARKS

<u>Facility</u>	<u>Agreement Executed</u>
a. City of Dallas Dallas, Texas	August 6, 1980
Child Study Center, Inc. Fort Worth, Texas	August 22, 1980

These agreements follow the format for affiliation agreements approved by the Board of Regents on December 16, 1977. They will provide training opportunities for students in nursing programs at U. T. Arlington.

Based on Model

- 3. U. T. El Paso: Affiliation Agreement with El Paso Psychiatric Hospital, Inc., d/b/a Vista Heights Hospital, El Paso, Texas. --An affiliation agreement by and between The University of Texas at El Paso and El Paso Psychiatric Hospital, Inc., d/b/a Vista Heights Hospital, El Paso, Texas, was approved without objection. The agreement, executed by the appropriate officials of the institution and facility on August 19, 1980, to be effective upon approval by the Board of Regents, will provide educational experiences for students at U. T. El Paso.

FILE NO. 400
DOCUMENT
REMARKS

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

Based on Model

- 4. U. T. San Antonio: Affiliation Agreement with Ada Wilson Hospital of Physical Medicine and Rehabilitation, Inc., Corpus Christi, Texas. --Approval was given without objection to the affiliation agreement by and between The University of Texas at San Antonio and Ada Wilson Hospital of Physical Medicine and Rehabilitation, Inc., Corpus Christi, Texas. The agreement had been executed by the appropriate officials of the institution and facility on September 11, 1980, to be effective upon approval by the Board of Regents.

FILE NO. 400
DOCUMENT
REMARKS

This agreement, which follows the format for affiliation agreements approved by the Board of Regents on December 16, 1977, will provide training opportunities for students in the Division of Allied Health and Life Sciences, specifically in physical therapy.

- 5. U. T. San Antonio: Memorandum of Agreement with Brooke Army Medical Center, San Antonio, Texas. --The Memorandum of Agreement set out on Pages 84-87 by and between The University of Texas at San Antonio and Brooke Army Medical Center, San Antonio, Texas, was approved without objection to be effective upon approval by the Board of Regents. This agreement will provide training opportunities for students in the Division of Allied Health and Life Sciences, specifically those in occupational therapy.

FILE NO. 400
DOCUMENT
REMARKS

It was noted that this agreement is in the same form as the one approved by the Board of Regents on July 11, 1980 for students in the physical therapy program at U. T. San Antonio.

MEMORANDUM OF AGREEMENT

I. BACKGROUND

1. The _____ administrators _____ of the _____
The University of Texas at San Antonio
 have established an approved professional program of special training in
 preparation for occupational therapy. The program
 requires clinical facilities where the student can obtain the
 clinical learning experience required in the curriculum.

2. The US Army medical facility, Brooke Army Medical Center, has
 the needed clinical facilities for occupational therapy trainees at
The University of Texas at San Antonio
 to obtain part of the clinical learning experience required. It is to
 the benefit of the The University of Texas at San Antonio
 for occupational therapy trainees to use the clinical facilities of
 the US Army medical facility, Brooke Army Medical Center, to obtain their
 clinical learning experience.

3. The US Army medical facility, Brooke Army Medical Center, and the
 Department of the Army will benefit from making clinical facilities
 available to occupational therapy trainees of the The
University of Texas at San Antonio.
 The Army will obtain the trainees' clinical learning experience while
 contributing to the educational preparation of a future supply of
occupational therapists.

4. Clinical trainees, during clinical training at the Army medical
 facility, will be under the jurisdiction of facility officials for training
 purposes and will follow facility rules.

5. The affiliation is controlled by and subject to title 5, US Code,
 5351, 5352, 5353, 5354, 5355, 5356, 8144, 8331, and 8332.
 sections 5351-6, 8144, and 8331-2

II. UNDERSTANDING

1. The US Army medical facility will--
 - a. Make available the clinical and related facilities needed
 for the clinical learning experience in occupational therapy

BAMC Form 375 NS
 1 Apr 76

Edition of 1 Apr 75 is obsolete.

by students enrolled in the basic professional occupational therapy program at The University of Texas at San Antonio and are designated by the The University of Texas at San Antonio for such learning experience under the supervision of the The University of Texas at San Antonio.

b. Arrange clinical learning experience schedules that will not conflict with those of the educational institutions.

c. Designate an AMSC (OT) officer to coordinate the trainees' clinical learning experience in the Occupational Therapy Section, Physical Medicine Service, Brooke Army Medical Center. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

d. Provide, whenever possible, in connection with the trainee's clinical learning experience, reasonable classroom, conference room, office, and storage space for participating trainees and their faculty or staff supervisors, if assigned, and, if feasible, dressing and locker room space.

e. Permit, on reasonable request, the inspection of clinical and related facilities for agencies charged with the responsibility for accreditation of the The University of Texas at San Antonio.

2. The University of Texas at San Antonio will--

a. Provide the Commanding Officer of the facility with the number of trainees to be assigned, the dates and hours they will be assigned, and the clinical service to which they will be assigned, by the beginning of each training period.

b. Where indicated and upon mutual agreement, provide faculty or staff members to assume the responsibility for instruction and supervision of the trainees' clinical learning experiences.

c. Have the faculty or staff member, if any, coordinate with designated AMSC (OT) officer, the assignment that will be assumed by the trainees while participating in their clinical

learning experience, and their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

d. Provide and maintain the personal records and reports necessary for conducting the trainees' clinical learning experience.

e. Enforce rules and regulations governing trainees that are mutually agreed on by the non-Federal institution and the facility.

f. Be responsible for health examinations and such other medical examinations and protective measures as the facility and non-Federal institution mutually find to be necessary.

g. Prohibit the publication by the trainees and faculty or staff members of any material relative to their clinical learning experience that has not been reviewed by the Army medical facility in order to assure that no classified information is inadvertently published, that infringement of patients' right to privacy is avoided, and that accuracy with respect to military procedures is complete. Any article written by a trainee which has been based on information acquired through his clinical learning experience must clearly reflect that DA does not endorse the article, even where a review has been made prior to publication. This is accomplished by requiring a disclaimer paragraph to appear with each such article written: "The opinion and conclusions presented herein are those of the author and do not necessarily represent the views of the Army medical facility the Department of the Army or any other governmental agency."

III. TRAINING

The training term shall be from July to July. This agreement may be terminated by either institution or an individual trainee by written notification to all concerned. Except under unusual conditions, such information will be submitted prior to the beginning of a particular training period.

UNIVERSITY

James H. Hester
by Signature and Title
President, The University of Texas at San Antonio

(Date)

FACILITY

29 AUG 1980

(Date)

Indra P. Aquilone

by (Signature and Title)

Commander, Brooke Army Medical Center

FORM APPROVED:

Mary Taylor
General Counsel of the System

CONTENT APPROVED:

[Signature]
Vice Chancellor for Academic Affairs

[Signature]
Chancellor

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

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the ___ day of ___, 19__.

Secretary, Board of Regents
The University of Texas System

BETTY ANNE THEDFORD

- 6. U. T. San Antonio: Memorandum of Affiliation with the Olin E. Teague Veterans' Center, Temple, Texas (Physical Therapy) (Supersedes Memorandum of Understanding with Veterans Administration Center, Temple, Texas, Approved on July 19, 1974 and Executed on July 25, 1974). -- Unanimous approval was given to the Memorandum of Affiliation set out on Pages 87-88 by and between The University of Texas at San Antonio and the Olin E. Teague Veterans' Center, Temple, Texas. This Memorandum of Affiliation, which is identical to the one approved by the Board of Regents on September 5, 1980 for students in occupational therapy, will provide training opportunities for students in physical therapy.

FILE NO. 400
DOCUMENT
REMARKS

This Memorandum of Affiliation supersedes the Memorandum of Understanding with the Veterans Administration Center, Temple, Texas, approved by the Board of Regents on July 19, 1974 and executed on July 25, 1974.

MEMORANDUM OF AFFILIATION
BETWEEN
THE UNIVERSITY OF TEXAS AT SAN ANTONIO
AND
OLIN E. TEAGUE VETERANS' CENTER
Physical Therapy

It is mutually agreed by The University of Texas at San Antonio and the Olin E. Teague Veterans' Center, Temple, Texas that educational experiences for students in the Physical Therapy Program will be provided at the VA facility.

The faculty of The University will assume responsibility, in coordination with the VA Staff, for the assignment of students. There will be coordinated planning by the facility and the faculty members. While in the VA facility, students will be subject to VA rules and regulations.

The facility will retain full responsibility for the care of patients and facility staff supervisors will evaluate the students' performance in mutual consultation and according to the guidelines outlined in the approved curriculum.

The University of Texas complies with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and assures that it does not and will not discriminate against any employee or applicant for employment or registration in the course of study because of race, color, creed, sex, national origin, and handicap.

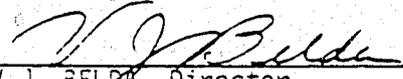
Nothing in this agreement is intended to be contrary to State or Federal laws. In the event of conflict between terms of this agreement and any applicable State or Federal law, that State or Federal law will supersede the terms of this agreement. In the event of conflict between State and Federal laws, Federal laws will govern.

A periodic review of program and policies will be conducted under the auspices of the Office of Academic Affairs.

This Memorandum of Affiliation becomes effective on the approval date of the Board of Regents of The University of Texas System and may be terminated by either party on notice to the other six months in advance of the next training period.

OLIN E. TEAGUE VETERANS' CENTER,
Temple, Texas

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM


V.J. BELDA, Director

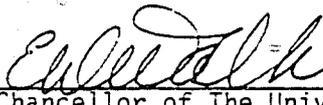
Date Signed: August 1, 1980

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

THE UNIVERSITY OF TEXAS AT SAN ANTONIO


JAMES W. WAGENER, President

Date Signed: 8/7/80


Chancellor of The University of
Texas System


Vice Chancellor for Academic Affairs
The University of Texas System


Office of General Counsel
The University of Texas System

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the ____ day of _____, 1980.

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

Based on Model

7. Galveston Medical Branch: Affiliation Agreements with (a) Community Action Council, Galveston, Texas; (b) Gardian Schools and Child Care, Incorporated, Dickinson, Texas; and (c) Ada Wilson Hospital of Physical Medicine and Rehabilitation, Incorporated, Corpus Christi, Texas. -- The affiliation agreements by and between The University of Texas Medical Branch at Galveston and the following facilities were approved without objection to be effective upon approval by the Board of Regents:

FILE NO. 400
DOCUMENT 2/1
REMARKS

Facility

- a. Community Action Council
Galveston, Texas
- b. Gardian Schools and Child Care,
Incorporated
Dickinson, Texas
- c. Ada Wilson Hospital of Physical Medi-
cine and Rehabilitation, Incorporated
Corpus Christi, Texas

These agreements follow the format for affiliation agreements approved by the Board of Regents on December 16, 1977. They will benefit the clinical education program in Allied Health Sciences.

8. University Cancer Center (M. D. Anderson): Appointment of Dr. Garth Nicholson to the Florence Maude Thomas Cancer Research Professorship Effective November 1, 1980. -- Upon the recommendation of President LeMaistre and Chancellor Walker, unanimous approval was given to appoint Dr. Garth Nicholson, Professor of Biology, the first holder of the Florence Maude Thomas Cancer Research Professorship at M. D. Anderson, The University of Texas System Cancer Center, effective November 1, 1980.
9. University Cancer Center (M. D. Anderson): Revised Constitution and Bylaws of the Medical Staff. -- President LeMaistre and Chancellor Walker presented revisions to the Constitution and Bylaws of the Medical Staff of M. D. Anderson, The University of Texas System Cancer Center. Without objection, the Health Affairs Committee approved the revised Constitution and Bylaws of the Medical Staff as set forth on the succeeding pages (Pages 90-113).

FILE NO. 1000
DOCUMENT
REMARKS

FILE NO. 20
DOCUMENT
REMARKS

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER
M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE

CONSTITUTION AND BYLAWS

OF THE

MEDICAL STAFF

(As Approved by the Board of Regents on October 24, 1980)

Revised

January, 1972

August, 1974

August, 1976

August, 1978

August, 1980

CONSTITUTION AND BYLAWS OF THE MEDICAL STAFF

- Preamble
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- ARTICLE II. Purpose
- ARTICLE III. Membership
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 Section B. Categories of Membership
 Section C. Term of Appointment
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- ARTICLE IV. Ethics and Ethical Relationships
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 Section A. Annual Elections
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 Section A. General
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- ARTICLE X. Appeal Hearings
 Section A. Appointments and Promotions
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 and Disciplinary Action
- ARTICLE XI. Rules and Regulations of the Medical Staff
- ARTICLE XII. Amendments to Bylaws
- ARTICLE XIII. Adoption

CONSTITUTION AND BYLAWS OF THE MEDICAL STAFF

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER
M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE

PREAMBLE

The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, a component of The University of Texas System Cancer Center, hereinafter sometimes referred to as "M. D. Anderson," in accordance with the Legislative Act of 1941 creating a cancer hospital in the State of Texas, has as its governing body the Board of Regents of The University of Texas. The Board of Regents, upon recommendation of the Chancellor, appoints the President of The University of Texas System Cancer Center who, in turn, with the approval of the Board of Regents through the Chancellor, appoints members of the medical staff. The President is responsible to the Chancellor and through him to the Board of Regents for all phases of the operation of M. D. Anderson. The Executive Vice President shall be the administrative officer directly responsible to the President for the internal affairs and operation of The University of Texas System Cancer Center and M. D. Anderson and shall be the surrogate of the President.

Recognizing that the medical staff has responsibility for the quality of medical care in the hospital, the clinic, and in other satellite organizations operated by M. D. Anderson, subject to the authority of the President and the Board of Regents, and that the best interests of patients are protected by concerted effort, the physicians practicing in M. D. Anderson hereby organize themselves in conformity with the Constitution and Bylaws hereinafter stated. Provision is made for an Executive Committee of the Medical Staff that will work through the Vice President for Patient Care in those matters requiring approval of the President. The Vice President for Patient Care is responsible for assuring that all patient care activities are conducted consistent with the standards established by all applicable accrediting and governmental agencies. This responsibility shall include the development and implementation of an institutional Quality Assurance Program that shall have a written plan approved by the President and that shall be designed to assure optimum patient care.

This Constitution and Bylaws and the Rules and Regulations to be conjoined are in no way intended to depart from and are subject to the Rules and Regulations of the Board of Regents.

Whenever the word "physician" is used herein, it shall be interpreted as meaning physician or dentist, unless otherwise qualified.

ARTICLE I

Name

The name of the organization shall be the "Medical Staff of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston."

ARTICLE II

Purpose

The purpose of this organization shall be:

- A. To ensure that patients admitted to the hospital or treated in the outpatient clinic receive the best possible care and treatment.
- B. To provide means whereby problems of mutual concern may be discussed by the medical staff with the Vice President for Patient Care, the President, or through the President with the Chancellor, and through him with the Board of Regents.
- C. To initiate and maintain self-government of the medical staff.
- D. To support the Board of Regents, the Chancellor, the President, and the institution in their function of providing education and maintaining educational standards.

ARTICLE III

Membership

Section A. Qualifications for Membership

1. Physicians who are graduates of a medical school or college which was approved by the Texas State Board of Medical Examiners at the time the Degree of Doctor of Medicine or Doctor of Osteopathy was conferred, who are legally licensed to practice in the State of Texas, and who are qualified for membership in the Harris County Medical Society shall be eligible for membership in the medical staff.
2. Dentists who are graduates of approved or recognized dental schools who are either legally licensed to practice in the State of Texas or who are members of the teaching staff of The University of Texas Dental Branch at Houston engaged in a teaching program of the Houston Dental Branch shall be eligible for membership in the medical staff.

Section B. Categories of Membership

The medical staff shall be divided into five groups, to be called respectively (1) the Full-time

Active Staff, (2) the Part-time Staff, (3) the Volunteer Staff, (4) the Consultant Staff, and (5) the Honorary Staff.

1. The Full-time Active Staff shall consist of those physicians whose practices are carried on entirely within M. D. Anderson.
2. The Part-time Staff shall be composed of those physicians who maintain private or other practices not related to their staff appointments and who have regularly scheduled clinical assignments in M. D. Anderson.
3. The Volunteer Staff shall consist of those physicians who maintain private or other practices not related to their staff appointments and who generally do not have regularly scheduled clinical assignments.
4. The Consultant Staff shall consist of physicians of recognized professional distinction who are not members of the Active Staff and who have signified their willingness to provide consultative services on request of members of the Active Staff.
5. The Honorary Staff shall consist of physicians who have retired from the Active Staff and who are honored for past service by emeritus positions.
6. The term "Active Staff," when it appears in these Bylaws, shall be understood to be the Full-time Active Staff unless otherwise qualified.
7. Only members of the Active Staff shall be eligible to vote and hold office, except as provided in Article VI, Section B.2.
8. The heads of certain departments and sections or services closely allied to clinical medicine who hold Ph.D. degrees will be recognized as ex officio members of the medical staff.

Section C. Term of Appointment

Initial appointments shall be made through the end of the current fiscal year. At that time and at the end of each fiscal year thereafter, appointments are to be reviewed and the department heads will recommend to the President which specific appointments should be renewed for an additional period of one year.

Section D. Procedures for Appointment

1. When a proposed appointment comes within an existing department, the appointment procedure will originate with the head of the department in which the appointment is desired. The department head shall be responsible for obtaining the necessary biographical and reference data for the individual being considered for appointment.
2. The department head in whose department the appointment is desired shall be responsible for

investigating the character, qualifications, and standing of the individual under consideration and shall submit a report of his findings as soon as possible to the Executive Committee of the Medical Staff with a recommendation as to appointment and rank for approval or disapproval, in accordance with the Procedures for Professional Staff Appointments contained in the Handbook of Operating Procedures.

3. The Executive Committee of the Medical Staff shall recommend to the President through the Vice President for Patient Care and the Executive Vice President that the pending appointment be approved or disapproved, and shall also recommend a rank commensurate with the qualifications of the individual proposed for appointment.
4. In the event the President does not concur with a recommendation from the Executive Committee of the Medical Staff, he will notify the Committee through the Chairman, and, if requested by the Committee, will meet with the Executive Committee to discuss the issue. The President will make the final decision.
5. In instances in which the proposed appointment does not come under an existing department or in which the proposed appointment involves filling the position of head of an existing department, the President may refer the credentials of the individual proposed for appointment to the Executive Committee of the Medical Staff for their recommendation.
6. When final action has been taken by the President, the Chancellor, and the Board of Regents, the President or such person as he may designate shall be authorized to secure the signed agreement of the appointee to be governed by the Constitution and Bylaws of the Medical Staff, the Rules and Regulations of the Medical Staff, and the Rules and Regulations of the Board of Regents.

Section E. Procedure for Reappointment

The head of each department shall prepare an annual professional evaluation and a recommendation relating to reappointment for each medical staff member within his department. The evaluation shall include information relating to the member's professional performance, including but not limited to medical knowledge, technical skill, and continuing education effort. The review shall also include an evaluation of the member's physical and mental health status. Any change in appointment status or recommendation for the non-reappointment of a member shall be supported in writing. The evaluation and recommendation shall be transmitted through the Vice President for Patient Care and the Executive Vice President to the President for his

consideration and subsequent recommendation to the Board of Regents for final approval. The annual evaluation shall be included in the medical staff member's hospital credentials file.

Section F. Privileges

1. The department head shall be responsible for appraising staff members' professional competence and for determining their entitlement to practice within the range of activities established for each department, section, and service. Initial clinical privileges shall be evaluated and recommended by the department head to the Executive Committee of the Medical Staff for final approval by the President, through the departmental assignment proposed for an individual. All appointments shall be made to a specific clinical department and, when applicable, to a specific section or service, based upon the applicant's education, training, experience, and other relevant information. A staff member shall be entitled to exercise only the clinical privileges consistent with and applicable to the range of activities institutionally established for the particular department, section, or service to which he is assigned unless otherwise specifically authorized or restricted in writing. Such range of activities may be based upon specialty board or equivalent definitions when applicable. Privileges shall be reevaluated annually at the time of the professional evaluation of each staff member in accordance with Article III, Section E. Any change in privileges will be subsequently recommended by the department head to the Executive Committee of the Medical Staff for final approval by the President.

In the event the President does not concur with a recommendation from the Executive Committee of the Medical Staff, he will notify the Committee through the Chairman and, if requested by the Committee, will meet with the Executive Committee to discuss the issue. The President will make the final decision.

2. Physicians and dentists who are engaged in full- or part-time administrative capacities, but whose activities include clinical responsibilities, shall not have their medical staff privileges terminated without the same due process provisions as provided for any other member of the medical staff except as provided under the terms of their employment agreement.
3. Temporary privileges may be granted under unusual circumstances and in response to specific institutional needs upon recommendation of the appropriate department head and Vice President for Patient Care and approval of the President. The recommendation shall be based on information

then available and reasonably relied upon by the department head and the Vice President for Patient Care as to the competence and ethical standing of the physician or dentist who is to be given such temporary privileges. Before temporary privileges are granted, the practitioner must acknowledge in writing that he has received and read a copy of the Constitution and Bylaws and the Rules and Regulations of the Medical Staff, and that he agrees to be bound by the terms thereof in all matters relating to his temporary privileges. Special requirements of consultation and reporting may be imposed by the head of the department responsible for supervision of a practitioner granted temporary privileges. Such privileges shall be restricted to the treatment of a specific patient or patients for whom the privileges were granted and routinely reported to the Executive Committee of the Medical Staff. Temporary privileges may be terminated without right of appeal, at any time at the direction of the President based upon the recommendation of the Vice President for Patient Care, the Executive Committee of the Medical Staff, or the head of the department responsible for supervision of a practitioner granted temporary privileges.

Temporary privileges also may be granted to a physician or dentist who offers specialized treatment in conjunction with the ongoing medical care of a patient in the hospital. The physician or dentist who is to be given such temporary privileges may bring with him allied health professionals who are skilled in the specific procedure that the physician or dentist is called upon to perform. The temporary privileges granted to the practitioner shall also extend to the allied health professionals who accompany him to the institution for the procedure. When time permits, these temporary privileges shall be granted and terminated in the same manner as any other temporary privileges. However, recognizing that such cases often entail emergency situations, the department head and the Vice President for Patient Care may reasonably rely upon the practitioner's judgment as to the qualifications of the allied health professionals who assist in the procedure, consistent with standards of care established within the community. In all cases, the direct supervision of such allied health professionals shall be the responsibility of the practitioner who is granted temporary privileges.

4. In case of emergency, any member of the medical staff shall be expected to do all in his power to save the life of a patient, including calling of such consultation as may be available. In these circumstances, the President, upon recommendation of the Vice President for Patient Care or the head of a clinical department, may grant emergency privileges to a specially qualified physician when he is licensed to practice medicine in the State of Texas. These

privileges shall expire upon the completion of each emergency service, and the patient shall be assigned to an appropriate member of the medical staff. For the purposes of this section, an emergency is defined as a condition that would result in serious permanent damage to the patient or in which the life of the patient is in immediate danger, and any delay in administration of treatment would increase the danger.

- 5. Whenever a medical staff member's conduct requires that immediate action be taken to protect the life of any patient or to reduce the substantial likelihood of immediate injury or damage to the health or safety of any patient, employee, or other person present in the hospital, immediate suspension may be imposed by the President upon recommendation of the Vice President for Patient Care in consultation with the Chairman of the Executive Committee of the Medical Staff and the head of the department to which the affected practitioner belongs. Such suspension may include all or any portion of the clinical privileges of the practitioner. The President shall immediately notify the affected practitioner, with confirmation by certified mail. The head of the department will be responsible for the assignment of another practitioner for those patients whose treatment has been interrupted by the summary suspension. Where feasible, wishes of the patient shall be considered in the selection of an alternate practitioner.

Such summary suspensions shall be considered and reviewed within three (3) working days of the suspension by an Ad hoc Committee appointed by the Chairman of the Executive Committee of the Medical Staff. Should the Ad hoc Committee concur in the action to suspend the practitioner, the matter shall be reviewed within thirty (30) calendar days at the next regular meeting of the Executive Committee of the Medical Staff. Should the Ad hoc Committee disagree with the suspension, a special meeting of the Executive Committee shall be convened within ten (10) calendar days to consider the terms of the summary suspension. Unless the Executive Committee of the Medical Staff recommends termination of the suspension and cessation of all further disciplinary action, the practitioner will be entitled to the procedural rights as provided under Article X, Section B, of these Bylaws. The practitioner will be notified by certified mail of the action recommended by the Executive Committee of the Medical Staff within fourteen (14) calendar days after adjournment of the meeting.

- 6. All appointments to the medical staff, including related staff privileges as described in this section, shall be based upon an employment relationship between the medical staff member and M. D. Anderson. Whenever the practitioner fails to maintain his employment obligations to

the institution, his appointment may be terminated consistent with the Rules and Regulations of the Board of Regents. Such action will immediately revoke any and all rights to practice in the institution.

ARTICLE IV

Ethics and Ethical Relationships

The Principles of Medical Ethics, as adopted or amended by the American Medical Association, shall govern the professional conduct of the medical staff. Specifically, all members of the staff pledge themselves that they will neither receive from nor pay to another physician, either directly or indirectly, any part of any fee received for professional services.

ARTICLE V

Organization

Section A. Departments, Sections, and Services

The medical staff shall be organized in thirteen (13) functional departments as follows and such other departments as may be added by amendment:

- Department of Anesthesiology
- Department of Clinical Radiotherapy
- Department of Dental Oncology
- Department of Developmental Therapeutics
- Department of Diagnostic Radiology
- Department of General Surgery
- Department of Gynecology
- Department of Head and Neck Surgery
- Department of Internal Medicine
- Department of Laboratory Medicine
- Department of Pathology
- Department of Pediatrics
- Department of Urology

Departments shall be divided into appropriate sections and services according to function, as recommended by the department head concerned and approved by the Vice President for Patient Care and the President. Department heads shall recommend to the President via the Vice President for Patient Care a physician or dentist, approved by the Credentials Committee for staff membership, as chief of each authorized section or service.

Section B. Department Heads

1. Department head appointments shall be for a term of one year and may be renewed annually in accordance with the provisions in Article III, Section C, of the Constitution and Bylaws.

2. The position of department head will be regarded as both administrative and professional. In his administrative capacity, the head of a department shall assume such administrative functions and duties as may be delegated by the Vice President for Patient Care and the President, and shall also assume administrative responsibility for the internal operation of his department. In his professional capacity, each department head shall be responsible for the quality of patient care provided and for the professional conduct of the members of his staff.

Section C. Section and Service Chiefs

Section and service chiefs shall assume such administrative functions for their sections and services as may be delegated by their department heads and shall be responsible for the quality of patient care provided by their sections and services.

Section D. Divisions

Departments may be grouped into appropriate divisions as approved by the President. The division heads shall be appointed by the President upon recommendations of the Vice President for Patient Care and shall assume such administrative and coordinative functions as may be delegated by the Vice President for Patient Care.

ARTICLE VI

Officers and Committees

Section A. Officers

The officers of the medical staff shall be the Chairman and Vice Chairman of the Executive Committee of the Medical Staff. These officers shall be elected from the Full-time Active Staff members of the committee at the Annual Meeting and shall serve for a term of one year. No officer shall serve more than two consecutive terms in office.

The Chairman of the Executive Committee of the Medical Staff shall call and preside at all meetings and shall be an ex officio member of all subcommittees.

The Vice Chairman of the Executive Committee of the Medical Staff, in the absence of the Chairman, shall assume all his duties and have all his authority. He shall perform such functions as may be assigned him by the Chairman of the Executive Committee of the Medical Staff.

Section B. Committees

1. General

All subcommittees shall be appointed annually by the Chairman of the Executive Committee of the Medical Staff, subject to the approval of the Executive Committee of the Medical Staff.

Subcommittee chairmen may be appointed by the Chairman of the Executive Committee of the Medical Staff or, at his discretion and with the approval of the Executive Committee of the Medical Staff, may be elected by the members of the committee appointed.

Members of the basic science staff of the institution, members of the administrative staff, and other hospital staff or individuals qualified by education or experience may be appointed to subcommittees by invitation. All appointed subcommittees shall make written reports of their meetings and recommendations, and shall forward them to the Executive Committee of the Medical Staff to be made part of the permanent record.

2. Executive Committee of the Medical Staff

The Executive Committee of the Medical Staff, hereinafter sometimes referred to as "Executive Committee," shall be composed of the Chairman of the Executive Committee of the Medical Staff, Vice Chairman of the Executive Committee of the Medical Staff, the heads of the clinical departments not holding elective office and, in addition three members of the medical staff, the latter three members to be elected at the Annual Meeting by members of the Active Staff. The Vice President for Patient Care and the Vice President for Patient Affairs shall serve as ex officio members of this committee without vote. The Clinical Director of the Rio Grande Cancer Treatment Center, the Medical Director of the Rehabilitation Center, the Director of Hospital/Clinic, and the Director of Nursing shall also serve as ex officio members of this committee without vote. The Executive Committee shall meet at least once a month. Its functions shall include:

- a. Determination of overall medical policy.
- b. Consideration of admission policies and bed allocation.
- c. Determination of the qualifications of physicians, acting as a Credentials Committee, and making recommendations to the Vice President for Patient Care, the Executive Vice President, and the President concerning appointments and promotions.
- d. Enforcement of the Rules and Regulations of the Medical Staff.
- e. Coordination of the activities of the various departments.

- f. Evaluation, on a continuing basis, of the quality of patient care, both by regular reports from each department and through the committees of the medical staff.

The Executive Committee shall actively direct and encourage the activities of the committees of the medical staff. Reports of the committees will be regularly received and acted upon and recommendations forwarded by the Executive Committee through the Vice President for Patient Care to the Office of the President. The Executive Committee shall be empowered to act for the staff as a whole, subject to such limitations as may be imposed by the staff. It shall maintain records of its deliberations and actions and make appropriate reports at meetings of the staff.

3. Standing Subcommittees

a. Medical Record Subcommittee

The Medical Record Subcommittee shall supervise the maintenance of medical records at practically achievable optimum standards. This subcommittee shall make recommendations to the Executive Committee for approval, use, and change of any form or format. The Medical Record Subcommittee shall be composed of the chairman, cochairman, and at least one Active Staff member from each of the hospital's clinical departments. The members of the subcommittee shall be appointed by the Chairman of the Executive Committee of the Medical Staff, and shall be approved by the Executive Committee. The members of this subcommittee shall serve not less than two years and not more than five years. Ex officio members without vote shall be the Vice President for Patient Care, the Medical Record Librarian, the Director of Nursing, and the Administrator - Clinic. Any members-at-large shall be individuals who have been recommended by the Medical Record Subcommittee Chairman to the Chairman of the Executive Committee, and shall be individuals who will actively contribute to the stated purpose of the subcommittee. The chairman shall be appointed from the membership and may serve for two years. The Medical Record Subcommittee shall meet at least once a month, and shall submit a report of each meeting to the Executive Committee.

b. Tissue Subcommittee

The Tissue Subcommittee shall study and report to the Executive Committee the agreement or disagreement among preoperative, postoperative, and pathologic diagnoses on tissue removed at biopsy or operation. This subcommittee shall meet at least once a month.

c. Infection Control Subcommittee

The Infection Control Subcommittee shall be a multidisciplinary subcommittee with membership drawn from:

- 1) Medical Staff: representation from the medical and surgical departments, with representation, at a minimum, from the Departments of General Surgery, Internal Medicine, Developmental Therapeutics, Gynecology, Pediatrics, Laboratory Medicine, and Pathology.
- 2) Hospital/Clinic Administration.
- 3) Nursing.
- 4) Epidemiology.
- 5) Infection Control Laboratory.
- 6) Personnel Health Service.
- 7) Operating Room, Pharmacy, Patient Supply, Processing and Distribution, Housekeeping, Nutrition and Food Service, and Physical Plant on a consultative basis as requested by the chairman of the subcommittee.

The Infection Control Officer, an infection control nurse, and the Biosafety Officer shall serve as ex officio members with vote on the Infection Control Subcommittee.

The Infection Control Subcommittee shall meet not less than every two months and report its findings and recommendations to the medical staff through the Executive Committee to the Vice President for Patient Care, and to the Director of Nursing.

The Infection Control Subcommittee has the responsibility and authority to:

- 1) Maintain a continuing survey of infectious hazards within the hospital.
- 2) Determine the type of surveillance and reporting programs to be utilized within the institution.
- 3) Provide standard criteria for reporting all types of infections, including respiratory, gastrointestinal, surgical wound, skin, urinary tract, and those relating to intravascular catheters and septicemias.
- 4) Review, evaluate, and recommend policy and procedures designed to minimize infection within the institution.

- 5) Make minutes of the subcommittee meeting available to the Executive Committee of the Medical Staff, the Vice President for Patient Care, and Director of Nursing, as well as to department heads and service chiefs as appropriate.

d. Transfusion Subcommittee

The Transfusion Subcommittee shall be advisory to the Executive Committee in relation to the transfusion service and policies relating to the therapeutic use of blood and blood products in the institution. The subcommittee shall review all untoward transfusion events.

The Chief of the Blood Bank, Department of Laboratory Medicine, shall serve as an ex officio member with vote on the Transfusion Subcommittee.

e. Disaster Subcommittee

The Disaster Subcommittee shall be charged with the responsibility of formulating a plan of action for the hospital in the event of a local or national emergency, and shall recommend such periodic changes in the plan as seem indicated. It shall also assume the responsibility of informing, through the Executive Committee, all members of the staff of their roles in the plan and shall, through the administration, recommend emergency functions of other employees. This subcommittee shall supervise disaster training drills as necessary.

f. Pharmacy and Therapeutics Subcommittee

This subcommittee shall meet regularly for the purpose of reviewing the "Pharmacy Formulary and Therapeutic Index" and making recommendations concerning drugs and preparations to be stocked in the hospital. It shall also be responsible for informing the staff in matters concerning the availability and use of drugs in the hospital.

The Chairman of the Investigational Drug Subcommittee shall serve as an ex officio member without vote of the Pharmacy and Therapeutics Subcommittee.

g. Utilization Subcommittee

This subcommittee shall meet monthly or more often as indicated at the discretion of the chairman. The purpose of this subcommittee is to promote the most efficient use of available health facilities and service; to assure that all inpatient services are necessary and cannot be provided effectively on an outpatient basis, in an extended care

facility, or in another appropriate facility; and to evaluate medical services given to assure that medical practices are in the best interest of the patient.

h. Medical Practice and Professional Liability

Review Subcommittee

This subcommittee shall be composed of members of the full-time clinical staff active in patient care. It shall meet at least once monthly and report to the Executive Committee. This subcommittee shall recommend policies and patterns of patient care, especially in those areas wherein two or more disciplines are involved. It shall also constantly evaluate the quality of patient care, and, upon direction of the Executive Committee, those situations that adversely affect this quality. The Chairman of the Medical Record Subcommittee shall serve as an ex officio member without vote on the Medical Practice and Professional Liability Review Subcommittee.

i. Medical Audit Subcommittee

This subcommittee shall be composed of full-time members of the clinical staff, representing principally clinical departments, attending patients in the hospital. It shall meet at the call of the chairman, at least quarterly. The subcommittee shall assure that medical care provided within the institution is maintained at an optimal level of quality. For this purpose the subcommittee shall audit, on either a process or outcome basis, care being provided to patients by the medical staff. Recommendations for improving care based on audit results shall be made to the Executive Committee. Activities of this subcommittee with respect to numbers and type of audits shall meet or exceed the requirements of the Joint Commission on Accreditation of Hospitals and other similar survey agencies.

j. Investigational Drug Subcommittee

The Investigational Drug Subcommittee shall meet at least quarterly for the purposes of:

- 1) Developing policies and procedures that ensure optimal use of investigational drugs within the institution with minimum potential for hazard to the patient.
- 2) Reviewing all new investigational drugs to be introduced into the institution and recommending approval to the Surveillance Committee prior to administration to patients.
- 3) Acting in an advisory capacity to the Executive Committee concerning investigational drugs.

k. Operating Room Subcommittee

This subcommittee shall be composed principally of members of the full-time clinical staff representing the principal departments active within the operating room area. It shall meet at least quarterly and recommend such policies and procedures as are necessary to assure and promote the well-being and safety of all patients undergoing operating room procedures. It will concern itself with hygiene, the smooth passage of patients through the area, and changes in therapeutic procedures or format. It will periodically review the operating room procedures and surgical schedules so as to utilize the facilities most effectively.

l. Nursing Liaison Subcommittee

The Nursing Liaison Subcommittee shall serve as a channel of communication between the medical staff and the Department of Nursing in matters of mutual interest bearing on the care of patients. It shall facilitate the full exchange of concerns, address problems, and consider methods by which improvements can be made in patient care. The subcommittee shall be composed of a representative from each of the clinical nonconsultative departments and five representatives selected by the Department of Nursing, all with voting privileges. The Director of Nursing and an administrative representative from both the hospital and clinic will serve as ex officio members of this committee without vote. The subcommittee shall meet regularly and report on a timely basis to the Executive Committee of the Medical Staff.

4. Special Subcommittees

The Chairman of the Executive Committee of the Medical Staff shall appoint, subject to approval of the Executive Committee, such special subcommittees as are from time to time necessary to carry out the duties of the medical staff. Special subcommittees shall confine their work to the purposes for which they are appointed and shall be considered automatically dissolved when the task for which they are appointed has been completed.

ARTICLE VII

Elections

Section A. Annual Elections

Elections shall be held at the Annual Meeting each year and shall be by written ballot unless there is

only a single nominee for each office. Newly elected officers shall assume their duties upon election. Officers shall be elected by a majority of the eligible members present and voting.

Section B. Nominations

The Executive Committee shall act as the Nominating Committee and shall present at least one nomination for each office to be filled. All voting members shall be notified of the names of nominees at least one week prior to the Annual Meeting. Additional nominations shall be received from the floor at this meeting. The slate normally to be presented at any Annual Meeting shall consist of nominees for the positions of Chairman and Vice Chairman of the Executive Committee of the Medical Staff and for three members of the Executive Committee representing the medical staff.

Section C. Special Elections

A special election may be held at the discretion of the Executive Committee to fill the unexpired term of an officer who, for any reason, becomes unable to serve.

ARTICLE VIII

Meetings

Section A. Annual Meeting

An Annual Meeting shall be held during the month of August for the purpose of receiving reports of retiring officers and subcommittees and electing new officers. Minutes and records of attendance shall be kept.

Section B. Special Meetings

A special meeting of the medical staff may be called at any time by the Chairman of the Executive Committee of the Medical Staff or may be called at the request of the President, the Vice President for Patient Care, the Executive Committee, or any five members of the Active Staff. At any special meeting, no business shall be transacted except that stated in the notice calling the meeting. Notice of a special meeting shall be given by letter of memorandum to each member of the Active Staff, delivered at least 48 hours before the time set for the meeting.

Section C. Departmental Meetings

Each of the clinical departments shall establish a regular schedule of departmental meetings for the purpose of discussing and acting upon departmental matters pertaining to the improvement of patient care. Departmental meetings shall be held at least once a month. Records of attendance and minutes of these meetings shall be kept. The original minutes will be forwarded to the Executive Committee of the Medical Staff for inclusion in the permanent record. Department heads shall establish rules for staff attendance at departmental meetings.

Section D. Attendance at Meetings

The department head shall take note of attendance records of individual members when making recommendations for reappointment annually. Any Active Staff member who has been absent from three consecutive staff meetings without excuse acceptable to the department head shall not be recommended for reappointment.

Section E. Quorum

Fifty percent of the total membership of the Active Staff shall constitute a quorum.

ARTICLE IX

Satellite Relationships

Section A. General

There may be established from time to time satellite organizations to M. D. Anderson, located remote from the main hospital but operated by and under the policies of M. D. Anderson, within which certain patient care services are provided. Unless specifically otherwise organized, the authority and responsibilities of the organized medical staff of M. D. Anderson shall extend to cover the medical care that may be provided in these satellites, and this Constitution and Bylaws as well as the Rules and Regulations of the Medical Staff, where applicable, shall apply. Where special interpretation or modified medical staff relationships are required by the unique nature of the situation, these shall be delineated within this article.

Section B. Rio Grande Cancer Treatment Center

The Rio Grande Cancer Treatment Center (RGCTC) clinical staff shall function as a separate section of the medical staff subject to the general provisions of this Constitution and Bylaws.

1. Appointment Procedures

Full-time and part-time staff members to be assigned to the RGCTC shall be recommended for appointment by the head of the department of M. D. Anderson in which the appointment is desired. Such other appointments as may be appropriate may be recommended by the Clinical Director of the RGCTC for the consideration and concurrence of the Executive Committee of the Medical Staff. Prior to becoming effective at the RGCTC, all appointments must be approved by the Board of Directors of the Rio Grande Radiation Treatment and Cancer Research Foundation, Inc., consistent with the Affiliation Agreement developed between that Board and The University of Texas System Cancer Center.

2. Organization

Ultimate responsibility for the professional conduct of individual full-time and part-time staff members assigned to the RGCTC shall rest with the respective department head at M. D. Anderson. Administrative responsibility for these staff members while assigned to the RGCTC and general responsibility for other staff members at the RGCTC rest with the Clinical Director of the RGCTC who also serves as an ex officio member of the Executive Committee of the Medical Staff without vote. Staff members at RGCTC will participate in such committee activities and organizational responsibilities at the RGCTC as may be developed under the authority of the Clinical Director of the RGCTC. These responsibilities shall minimally include, but not be limited to, those related to infection control, medical audit, and utilization review activities. Minutes and other reports of these professionally related activities shall be forwarded to M. D. Anderson for information and review by the respective subcommittee of the medical staff. These same subcommittees at M. D. Anderson shall advise the medical staff at the RGCTC concerning the conduct of their activities. There shall be monthly meetings for full-time and part-time medical staff members assigned to the RGCTC, similar to those of departments at M. D. Anderson, for the purpose of discussing and acting upon matters pertaining to the improvement of patient care at the RGCTC. These meetings will be chaired by the Clinical Director of the RGCTC. Original minutes of these meetings will be forwarded to the Executive Committee of the Medical Staff for inclusion in the permanent record. Recommendations as may appropriately be made on behalf of the medical staff at the RGCTC will be forwarded by the Clinical Director of the RGCTC to the Executive Committee for their consideration.

3. Rules and Regulations of the Medical Staff

The medical staff members assigned to the RGCTC shall abide by the Rules and Regulations of the

Medical Staff at M. D. Anderson to the extent these regulations are applicable to activities at the RGCTC. These Rules and Regulations shall be amended from time to time consistent with Article XI of the Constitution and Bylaws of the Medical Staff to include special regulations pertaining only to activities at the RGCTC.

ARTICLE X

Appeal Hearings

Section A. Appointments and Promotions

Appointments to the Full-time and Part-time Staffs of M. D. Anderson are contingent upon an employment relationship between the candidate and M. D. Anderson. Appointments at other staff levels are made upon invitation based upon the needs or desires of the institution. In the appointment and promotion process, the Executive Committee of the Medical Staff serves in an advisory capacity to recommend approval or disapproval of appointments and promotions to the President, who, in turn, submits these recommendations to the Board of Regents for final approval (see Article III, Section D). Any appeal opportunities, which a prospective or regular staff member may have, relating to appointments or promotion, would be taken through the administrative channels of the University consistent with the Board of Regents' Rules and Regulations. The Executive Committee of the Medical Staff will participate in these deliberations in a consultative capacity to the extent requested by the institution.

Section B. Clinical Privileges and Disciplinary Action

1. Any medical staff member may be entitled to a hearing on action taken by or on behalf of the organized medical staff pertaining to disciplinary measures or the denial, curtailment, suspension, or revocation of any or all of his clinical privileges as authorized in this Constitution and Bylaws and the Rules and Regulations of the Medical Staff.
2. The affected member shall be entitled to prompt written notification of any disciplinary action and a written statement of the specific grounds upon which the action is based. Within fourteen (14) calendar days of the receipt of such notice, the member may submit a request for hearing to the Chairman of the Executive Committee of the Medical Staff. For the purposes of this subsection, both notification of action and request for hearing shall be effected by certified mail or by hand delivery, acknowledged

by the signature of the recipient on a returned duplicate copy. Failure of the member to request a hearing within the prescribed time period shall be deemed a waiver of the right to a hearing and to any appellate review to which he might otherwise be entitled.

3. Within forty-five (45) calendar days from the date of receipt of the affected member's request for hearing, the Executive Committee of the Medical Staff shall meet to review the charges and evaluate all evidence and testimony to be presented by the member. The member shall be notified by certified mail of the time, place, and date of the meeting no later than ten (10) days preceding the date of the meeting. He shall be entitled to be accompanied at the meeting by another member of the medical staff as his advisor. Should the member fail to appear without acceptable reason, he shall have waived his right to any further appellate review to which he might otherwise be entitled. Within fourteen (14) calendar days after adjournment of the meeting, notice of the action of the Executive Committee shall be transmitted by certified mail to the affected staff member. Concurrently, written notice of the action of the Committee shall be transmitted to the President.
4. The member shall have fourteen (14) calendar days from the date of receipt of notification of the Executive Committee's findings to submit by certified mail a request to the President to appeal the decision of the Executive Committee. Failure of the member to request an appeal within the prescribed fourteen (14)-day period shall be deemed a waiver of his right to an appeal before the President. The member shall be given a hearing before the President within forty-five (45) days from the date of receipt of his request. He shall be notified by certified mail of the time, place, and date of hearing no later than ten (10) days preceding the date of the hearing. The affected member shall be entitled to be accompanied at the hearing by another member of the medical staff as his advisor. Should the member fail to appear for the hearing without acceptable reason, he shall have waived his right to an appeal before the President. The Chairman of the Executive Committee of the Medical Staff and another member he may designate shall participate in this hearing and present the findings of the Committee.
5. Within fourteen (14) calendar days after the hearing, the President's final decision shall be transmitted to the affected member and the Executive Committee of the Medical Staff by certified mail.
6. The hearings of the Executive Committee of the Medical Staff and of the President need not be conducted according to technical rules relating

to evidence and witnesses. Any relevant matter on which responsible persons customarily rely in the conduct of serious affairs shall be admitted, regardless of the admissibility of such evidence in a court of law.

ARTICLE XI

Rules and Regulations of the Medical Staff

The medical staff shall adopt such Rules and Regulations as may be necessary for the proper conduct of its work. Such Rules and Regulations shall become a part of the Constitution and Bylaws, except that they may be amended at any meeting, without previous notice, by a majority vote. The Executive Committee is empowered to make temporary amendments, subject to ratification by the staff at its next meeting. Amendments to the Rules and Regulations shall become effective when approved by the President, the Chancellor, and the Board of Regents.

ARTICLE XII

Amendments to Bylaws

A motion to amend the Constitution and Bylaws may be made at any meeting or may be made in writing to the Executive Committee of the Medical Staff by any member of the Active Staff. Voting upon the motion to amend shall take place at the next meeting. Affirmative vote of two-thirds of those present and voting shall be necessary for adoption. Amendments shall become effective when approved by the President, the Chancellor, and the Board of Regents.

ARTICLE XIII

Adoption

The Constitution and Bylaws, together with the appended Rules and Regulations, shall be adopted at any meeting of the medical staff and shall become effective when approved by the President, the Chancellor, and the Board of Regents.

Adopted as revised by the Medical Staff of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, August, 1980.

Richard C. Smith

Chairman, Executive Committee
of the Medical Staff

Approved as revised, August, 1980.

James C. Brown

Vice President for Patient Care

Charles LeMaistre

President

Approved as revised, _____, 1980

Secretary of the Board of Regents

Constitution + Bylaws

10. University Cancer Center (M. D. Anderson): Revised Rules and Regulations of the Medical Staff. -- President LeMaistre and Chancellor Walker presented proposed revisions to the Rules and Regulations of the Medical Staff of M. D. Anderson, The University of Texas System Cancer Center. The Rules and Regulations as revised were approved without objection and are set forth on the succeeding pages (Pages 114-145).

FILE NO. 20
DOCUMENT
REMARKS

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER
M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE

RULES AND REGULATIONS

OF THE

MEDICAL STAFF

(As Approved by the Board of Regents on October 24, 1980)

Revised

May, 1966

August, 1976

August, 1978

August, 1979

August, 1980

RULES AND REGULATIONS OF THE MEDICAL STAFF

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RULES AND REGULATIONS OF THE MEDICAL STAFF

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE

INTRODUCTION

The rules and regulations outlined herein have been developed by the Medical Staff of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, a component of The University of Texas System Cancer Center, for the purpose of ensuring the proper conduct of the work of the medical staff. Such rules and regulations shall become a part of the Constitution and Bylaws of the Medical Staff, except that they may be amended at any meeting of the staff without previous notice, by a majority vote of those attending. The Executive Committee of the Medical Staff is empowered to make temporary amendments subject to ratification by the staff at its next meeting. Amendments to the Rules and Regulations of the Medical Staff shall become effective when approved by the President, the Chancellor, and the Board of Regents.

RULES AND REGULATIONS OF THE MEDICAL STAFF

I. REGISTRATION AND ADMISSION OF PATIENTS

A. Requirements for Registration

The registration of patients is governed by rules and regulations promulgated by the President and Executive Vice President. Patients who have, or are suspected of having, a neoplastic or allied disease may be registered if referred by a physician or dentist. All patients accepted for registration must be approved by the Vice President for Patient Care or his designated representatives. Non-residents of Texas who meet the above requirements are eligible for registration provided they submit acceptable evidence of their ability to pay all of the cost of their care and satisfy certain deposit requirements. With the exception of unforeseeable emergencies, the condition of all new patients should permit examination and completion of diagnostic tests in the outpatient clinic.

B. Registration for Outpatient Status

All new patients accepted for registration will be assigned to one of the following categories:

1. Regular Registration - patients assigned to this category are referred for "comprehensive care" and will be assigned to a specialty service for diagnosis and treatment.
2. Short-Form Registration - patients assigned to this category will be evaluated to determine if their condition warrants registration for comprehensive care. Normally, this evaluation does not require a complete history and physical examination. The patient may be admitted to inpatient status provided hospitalization does not exceed 48 hours. If a patient in this category is determined to require a comprehensive evaluation, his registration must be changed to a regular registration, and a history and physical examination must be completed within 24 hours after the change. Approval to change to regular registration may be made by the Vice President for Patient Care, his designated representative(s), or the examining staff physician.
3. Consultation Only Registration - patients assigned to this category are evaluated from the standpoint of treatment currently being given with recommendations sent to the referring physician. No treatment at M. D. Anderson is administered when consultation only is requested by the referring physician. A change from the consultation only registration to the regular registration category may be made by the attending physician with the approval of the referring physician. The medical evaluation shall be the same as for regular registration patients.

4. Diagnostic Procedures Only Registration - patients assigned to this category are referred for specific tests or procedures that, by their special nature, may not be available in other institutions, or that, due to the complexity of the case, require the expertise of a comprehensive cancer center.

C. Admission to Hospital Inpatient Status

In addition to meeting the requirements in paragraphs A and B above, all admissions to inpatient status will be requested by the physician on a "Request for Hospital Admission" form. The name of the attending physician responsible for the care of the patient must appear on this form. All patients are to be admitted to the care of an attending staff physician, not in the name of the chief of the clinical department or service or of a resident or fellow. The following classifications of admission will be used in determining admission priorities:

1. Emergency - the patient whose condition, in the opinion of the attending physician, necessitates immediate admission to the hospital is termed an "emergency" admission.
2. Routine - the patient who is not classified as an "emergency" will be considered a "routine" admission.

D. Admission to Research Status

In addition to meeting the requirements in the paragraphs above, physicians admitting patients on research status will be required to complete the form entitled "Authorization for Research Classification" prior to admission. Upon approval of the request, a research code classification must be assigned by the Patient Accounts office for each patient so admitted. On a prospective basis, patients may be transferred to a research classification after admission but prior to discharge.

E. Transfer of a Patient to Another Service

The transfer of a patient to another service must be requested by written order from the attending physician with designation of the new service and new attending physician who shall accept the transfer in writing. Transfer of a patient to another service is the responsibility of the attending physician and cannot be delegated to a resident or fellow.

F. Inpatient Service Quotas

Quotas have been developed for the number of beds available on the inpatient units for each admitting service. When these quotas have been filled by the respective services, a "priority of admission system" is put into effect. The priority system is as follows:

1. Emergency admission,
2. Surgery and other scheduled procedures for the following day,
3. Routine admissions.

G. Admission to the Rehabilitation Center

Requests for admission to the Rehabilitation Center for the purpose of receiving rehabilitation services should be directed to the Rehabilitation Medicine Service in the form of a request for consultation. Each request will be evaluated by the professional staff of that Service on the basis of the rehabilitation needs of the patient and the services and facilities available at the Center. Admission policy and procedures shall be governed by the policy and procedures adopted by the Executive Committee of the Medical Staff on May 22, 1973, and approved by the President's Advisory Council. Requests for self-care admission should be directed to the Rehabilitation Center desk in the clinic or directly to the screening nurse. In order to be eligible for admission as a self-care patient at the Center, the patient must satisfy all minimum criteria for admission developed for such patients. These patients will receive only minimal supervision while at the Center, but may receive special diets, including tube feeding. The responsibility for the care of patients referred to the Rehabilitation Center, except those on the Rehabilitation Medicine Service, is that of the Service and physician with whom this authority and responsibility rest at M. D. Anderson. The Medical Director of the Center or designee may refer patients for consultation at his discretion. Every patient admitted to the Center may have an assessment of rehabilitative need and may participate in the general programs at the Center. Extended care patients cannot be admitted to the Rehabilitation Center.

II. DISCHARGES

A. General Rules

Patients shall be discharged only on written order of the attending staff physician or his designated alternate. Discharge orders should be written the preceding day. All patients being discharged are to vacate their beds by 1:00 P.M. in order to facilitate making their beds available for scheduled admissions. All orders for discharge must specify what disposition a patient is to receive. Patients will be discharged to return for an appointment to the out-patient clinic or to return for readmission to the hospital, or will be discharged to the care of the referring physician. In completing the patient's discharge, the attending physician, or the physician he may designate, will assure that the record is properly signed and provided with a discharge summary and a letter to the referring physician.

3. Departure Against Medical Advice

- o When a patient leaves the hospital against the advice of his attending physician, an appropriate note must be made in the Progress Notes of the medical record, and the patient should sign the form "Release from Responsibility for Voluntary Departure." Additionally, an "Incident Report" form shall be completed providing all information relative to the patient's departure.

III. MEDICAL RECORDS

A. Composition of the Medical Record of All Regular Registrants

Basic patient care elements of the medical record include:

1. Identification data*
2. Complaint
3. Personal and family history including allergies and immunization record
4. History of present illness
5. Physical examination report
6. Special reports, such as consultation*
7. Clinical laboratory results*
8. X-ray and other reports*
9. Provisional diagnosis
10. Clinical course: treatment given and patient's progress
11. Medical or surgical treatment operative report
12. Anesthesia record*
13. Pathological findings*
14. Respiratory therapy record*
15. Final diagnosis
16. Condition at discharge
17. Discharge summary
18. Disposition and medication regimen prescribed for follow-up
19. Autopsy, if available*

*The attending physician is not directly responsible for the determination that these items appear on the chart.

B. Short-Form Admission

A short-form admission medical record is acceptable in certain treatment and diagnostic cases that require less than 48 hours of hospitalization. The short-form record should include at least:

1. Identification data
2. Description of the patient's condition
3. Pertinent physical findings
4. An account of the treatment given
5. Any other data necessary to justify the diagnosis and treatment rendered

A discharge summary is not necessary on short-form patients; however, the record should be signed by the staff physician attending the patient upon discharge of the patient, and a letter written to the referring physician.

C. General Rules

1. Except in those cases where patients are registered short-form for consultation or diagnostic procedures only, a pertinent history and physical examination should be entered into the medical record within 24 hours of admission/registration to the hospital/clinic. If a history and physical examination have been obtained within 30 days of hospital admission, they may, with appropriate updating, supplant the required history and physical examination. Interval history and physical examination reports are adequate within 30 days of hospital discharge.
2. New reports or forms for permanent retention in the medical record must have the approval of the Medical Record Subcommittee.
3. The medical records for all registered patients should be routinely provided for their scheduled appointments. Records for unscheduled patient visits will also be provided by the Medical Records Department.
4. A progress report on each outpatient, including medication prescribed, is required for each visit. Progress notes on inpatients should be written daily and signed by the attending physician.
5. Discharge summaries are to be dictated or written for all patients discharged after a hospitalization of more than 48 hours. Final summary notes are to be dictated or written for all patients who expire at M. D. Anderson, whether inpatient or outpatient. The basic elements of a discharge or final summary include:
 - a. Identification (name of physician dictating the discharge summary, patient name and number, attending physician, date of admission, date of discharge, patient's age)
 - b. Chief complaints and clinical history - brief summary
 - c. Physical examination results
 - d. Laboratory and x-ray data: significant findings during this admission
 - e. Hospital course - brief summary
 - f. Diagnosis for this hospital admission (or final diagnosis if patient expired)
 - g. Operations during this hospital admission
 - h. Condition at the time of discharge (not on final summaries)
 - i. Prognosis (not on final summaries)
 - j. Recommendations (not on final summaries)
 - k. Permission for postmortem granted or denied (final summaries only)

6. Medical students may not dictate entries into the medical records.
7. Rules for documenting consultations in the medical record are contained in Section V.
8. Active medical records in locations outside the Medical Records Department for any reason are subject to recall for patient care (examinations, treatment, phone call, dictation, or correspondence) by the Medical Records Department.

D. Use of Medical Records for Research Study

1. Free access to all medical records shall be afforded to M. D. Anderson staff physicians in good standing for bona fide study and research consistent with preserving the confidentiality of personal information concerning the individual patient.
2. Medical records in use for research shall not be kept out of the Medical Records Department in excess of 5 days. Prior approval of the Chief Medical Records Administrator is required for exceptions to this rule.
3. No medical record is to be removed from the hospital or its affiliated components. Requests by physicians for medical records deemed essential to answering inquiries made by proper authorities outside the hospital will be given immediate attention by the Medical Records Department.
4. Any information concerning M. D. Anderson patients that may be used in research reports, publications, lectures, etc., by residents, fellows, physicians, nurses, or allied health personnel not on full-time staff of M. D. Anderson must be requested on the form "Extramural Request for Information Concerning Anderson Hospital Patients," which must be approved by the Executive Committee of the Medical Staff.

E. Request for Release of Information from the Medical Records

In releasing information about a patient, members of the medical staff should be governed by the following principles:

- 1: No information should be given to anyone until the Medical Records Department has received indication in writing that the patient, with full understanding of the situation, requests that the information be given, with the exception noted below:

Any subpoena from any court of proper jurisdiction shall be honored on approval of Administration.

2. Information shall be given if requested by an authorized representative of a mental institution, or by a person who has been appointed as guardian of a patient judicially adjudged to be incompetent, and who acts in place of, and in behalf of, the patient, and is authorized to do what the patient himself, if sane, would do.

3. With the exception delineated in paragraph 2 above, all information on medical records shall be given only on written authorization bearing a date no more than 90 days prior to the request and signed by the patient or legal guardian, if the patient is a minor or, in case of death, the next of kin or legal guardian.
4. If it is learned that litigation relating to a patient is pending or threatened, this information should be forwarded to the Hospital Administration Office.

F. Record Completion

1. Medical records requiring signature or other entries for completion are made available to the medical staff upon 24-hour notice by an individual physician or at a regularly scheduled monthly meeting for each clinical department. Initials are not acceptable signatures.
2. All physicians shall be responsible for completing medical records promptly.
 - a. Discharge summaries are to be dictated or written at the time of a patient's discharge.
 - b. Records not completed within fifteen (15) days of the discharge of a patient shall be designated incomplete records.
 - c. A physician having a medical record or records designated as incomplete shall be notified in writing on the sixteenth (16th) day by the Medical Records Department on behalf of the Executive Committee of the Medical Staff and requested to complete the record(s) within fourteen (14) days. Copies of this notification will be sent to the appropriate department head and to the Chairman of the Executive Committee.
 - d. If records remain incomplete after the fourteen (14) calendar days have elapsed, the Executive Committee of the Medical Staff will be notified and subsequently, at their next regularly scheduled meeting, consider disciplinary action and/or the referral of a recommendation to the President for the suspension of admitting privileges, including the right of consultation.
 - e. The physician shall be notified by certified mail when admitting privileges are suspended by the President. The suspension shall remain in force until all medical records are completed or thirty (30) days have elapsed. During this period, the physician shall be allowed to continue treatment of patients currently under his care.
 - f. In the event the thirty (30) calendar days elapse and the medical records are not completed, the President will consider further disciplinary action including the withdrawal of the physician's clinical appointment unless just cause is shown.

3. It is the ultimate responsibility of the staff physician to complete and sign any dictation left behind by a trainee. Medical students may make written entries into the medical record; however, all entries must be countersigned by an appropriate physician, and orders will not be implemented until countersigned.

IV. ORDERS

A. General Rules

1. All members of the medical staff shall comply with the provisions of the "Safety Standards for Medication Procedures" pertaining to the physician, a copy of which is available on each nursing unit.
2. Standing orders may be used after review and approval by the head of the department wherein the orders are developed and by the Medical Practice Committee. These orders shall normally relate to patient tests and testing procedures. Such orders shall be contained in an appropriately organized and indexed book on each patient unit and reviewed for appropriateness every six (6) months by the department originally developing the orders. Any revisions shall be approved by the appropriate department head and the Medical Practice Committee and shall subsequently be incorporated into the book of standing orders. All standing orders must be requested on an individual patient basis by a physician, subsequently signed by the physician, and carried out by appropriately trained personnel.
3. All orders for treatment shall be written in the medical record and must be signed by the physician. All orders must be written in black or blue ink.
4. Where elaborate preparation or postprocedural routines are essential to any clinical procedure, it is acceptable for the physician concerned to utilize authorized preprinted orders for insertion into the patient's medical record, deleting or adding such orders as indicated. In each instance, the form will carry the patient's name, date, and the signature of the attending physician.
5. Verbal orders may be accepted by a registered nurse, read back to the ordering physician for verification, and entered into the medical record. Pharmacists also are authorized to accept medication order clarifications as verbal orders and record such orders directly in the medical record or send written clarification notice to the inpatient unit. Verbal orders shall be countersigned by a physician within 24 hours. All medical records lacking countersignatures shall be considered incomplete.
6. Use of abbreviations in writing orders generally shall be limited to those listed in standard English and medical dictionaries. Special abbreviations may be utilized on approval by the Executive Committee of the Medical Staff.

5. Medication Orders

1. Orders for medication shall include complete information as to drug name and dosage form, time interval, route of administration, and written instructions for administration. The date and time at which the medication order is written also shall be included.
2. Amounts and dosages shall be specified in the metric system, except for dosage commonly expressed in drops.
3. When there are medication orders that conflict or are confusing, the pharmacist reviewing the physician's order shall contact the prescribing physician, or the patient's attending physician or his designate, for clarification prior to delivery of the medication.
4. Physicians are expected to review medication orders at least every seven (7) days and to order discontinuations as necessary. All orders for anticoagulants are cancelled automatically after 72 hours except anti-coagulant medications ordered only to prevent clotting in needles or indwelling catheters.
5. All treatment orders are automatically cancelled when preoperative orders are written for major surgery, when a general anesthetic is to be used, or when patients are admitted to either the Medical Intensive Care Unit (MICU) or Surgical Intensive Care Unit (SICU).
6. Generic drug names rather than proprietary drug names should be used. If a specific proprietary drug is not in stock, the Pharmacy shall substitute the generic equivalent brand unless ordered by the physician not to substitute.
7. If it is desired to continue medication after a patient is discharged from the hospital, a medication order to this effect should be written on the Physicians' Orders sheet and on individual prescription forms. Such prescriptions should not exceed supplies necessary for ninety (90) days except in cases involving investigational drugs, cancer chemotherapy agents, and supportive agents such as hormones, digitalis, insulin, antihypertensive medication, birth control pills, etc.
8. Orders for medications required as preparation for diagnostic procedures following discharge from the hospital must be written on the Physicians' Orders sheet and on individual prescription forms.
9. If a drug is administered personally by a physician, it is required that he place a covering order on the order sheet and write a progress note indicating the name of the drug, dosage, route of administration, and any reaction noted.
10. Medication samples are intended for the personal use of the physician. Such samples are not to be left in the clinic areas for dispensing to patients nor sent to the Pharmacy for re-labeling and dispensing.

11. Nurses and/or Medication Technicians who have committed an error in the administration of drugs or pharmacists in the dispensing of drugs shall submit a written report to the ordering physician and Hospital, Nursing, and Pharmacy administration. The physician shall document any pertinent remarks on the report submitted.
12. PRN orders with scheduled hourly limits are acceptable.
13. Medications administered to patients in an outpatient status may be issued under two circumstances:
 - a. Medications are to be taken by the patient outside of the institution.
 - b. Medication is to be administered to the patient on the clinic premises.

In either of the above circumstances, the name of the drug, dosages, route of administration, frequency of administration, and quantity issued must be recorded in the Progress Note and signed by the prescribing physician. Drugs to be taken by the patient outside the institution must be ordered on the standard prescription form of the institution. For medication administered on the clinic premises and supplied by the administering unit, no prescription for the medication is necessary, but the order for the medication must be handwritten in the Progress Notes. In the event the unit does not stock the ordered drug, a prescription must be provided to the patient, and an order must be handwritten in the Progress Notes.

14. For outpatients the date of administration, the frequency of administration per day, and the administering station must be indicated on the "Clinic Service Requisition" in addition to the written order in the Progress Notes of the medical record.
15. Medication orders for patients formally admitted to the hospital but awaiting hospital bed occupancy in the Treatment and Observation area of the clinic who require immediate treatment will be written on the Physicians' Orders form used on the inpatient units rather than in the Progress Notes of the medical record.
16. The physician and/or nurse will indicate known drug allergies of patients in the medical record. The nursing staff is responsible for completing and affixing the labels to the outside of the medical record cover and chart holder.
17. Members of the medical staff shall be familiar with the I.V. additive guidelines developed by the institution. Copies of the guidelines are present at all nursing stations. The following special precautions pertain to the administration of parenteral fluids:
 - a. If a precipitate develops in an intravenous solution, the solution should be returned to the Pharmacy. If a precipitate is noted during the course of an intravenous infusion, the administration of the I.V. solution should be immediately terminated and the physician notified.
 - b. Medications shall not be mixed or added to containers of blood or blood derivatives.

C. Control Drugs

1. Control drugs ordered must specifically state the name of the narcotic, the dosage, the time interval, and the route of administration.
2. All Schedule II narcotic orders shall be renewed every seven (7) days and must be rewritten in full.
3. Control drug prescriptions for patients being discharged and for outpatients must be signed by a physician who holds a Drug Enforcement Administration (DEA) registry number, or a hospital-assigned DEA number.
4. Prescriptions using the hospital-assigned DEA numbers cannot be written outside this institution or institutional affiliates.

D. Investigational Drugs

Investigational drugs are those that are used in therapy but are not considered "accepted medical practice."

1. All investigational drugs shall be stored in the Pharmacy under the control of the principal investigator. Such drugs shall be prescribed only by the investigator or his approved designee(s).
2. Formal written consent shall be obtained by the physician on the specific drug protocol consent form from those patients (or responsible relatives of the patients) who are to undergo treatment that includes the use of investigational drugs.
3. All investigational drugs are to be included in protocols approved for use within the institution by the Surveillance Committee. The Pharmacy shall be charged with the responsibility for ensuring that only patients on accepted protocols receive investigational drugs. The Pharmacy shall notify the appropriate department head when a member of that department attempts to utilize investigational drugs without appropriate authorization.
4. Investigational Drug Data Sheets approved by the Investigational Drug Subcommittee must be available for dissemination on the nursing units and appropriate outpatient stations.
5. The physician shall be responsible for calculation of dosages of investigational drugs.
6. Preparation of the dosage prescribed by the physician is the responsibility of the Pharmacy or specified nursing personnel.
7. Authorized nursing personnel are allowed to assist with the administration of such drugs under the direction of an authorized physician.

E. Drug Formulary

1. Drugs approved for use within the institution shall appear in the current "Pharmacy Formulary and Therapeutic Index." A copy is available on each nursing unit and appropriate outpatient clinic station.
2. All additions to or deletions from the "Pharmacy Formulary and Therapeutic Index" shall be approved by the Pharmacy and Therapeutics Subcommittee.
3. Staff physicians desiring to add a new drug to the Formulary should contact the Drug Information Service for direction and assistance in submitting a written request to the Pharmacy and Therapeutics Subcommittee.
4. Drugs not approved for use within the institution (non-formulary drugs) may be ordered for inpatients only on specific orders signed by a staff physician.

F. Diet Orders

1. It is the responsibility of the admitting physician to include the diet order with other admitting orders. Until such time as diet orders are written, the patient will receive a regular diet.
2. Complete lists and descriptions of standard diets are published in the "Dietetic Manual" available on each nursing unit. Any modification of these standard diets must be specified in writing.

G. Preoperative Orders and Procedures for Inpatients

1. Patients should be scheduled for operations as far in advance as possible by notifying the Surgery Scheduling Desk. In scheduling, it is necessary to give the patient's name, unit number, age, and location, the site and nature of the proposed operation, and the name of the attending surgeon. If the patient is known to be or suspected of becoming contaminated by infection, the Operating Room shall also be notified. Preoperative medication shall not be given to a patient prior to the time an operative permit has been signed. This and all other requirements are the physician's responsibility. All requirements must be completed within the time specified, and recorded in the patient's medical record prior to the time the patient leaves the nursing unit except under emergency conditions.
2. A preoperative note shall be written in the Progress Notes by the attending surgeon or the resident surgeon and will include:
 - a. A pertinent history and physical examination consistent with Section III. C. 1.
 - b. The preoperative diagnosis.
 - c. Proposed surgical procedure.

- d. Indication that preoperative requirements have been completed and reviewed by the attending surgeon or by the resident surgeon.
 - e. Indication that the patient has been found acceptable for the contemplated surgical procedure.
3. A preoperative anesthesia note shall be written in the Anesthesia Record by the staff anesthesiologist or the resident anesthesiologist and will include a brief review of prior anesthesia experience, history of drug allergy or sensitivity, and a statement to the effect that the proposed anesthesia procedure has been explained to the patient and accepted. The physical status of the patient should be assessed and recorded.
4. All patients scheduled for surgery under general or spinal anesthesia will receive preoperatively the following tests:
- a. Chest X-Ray Film Report
Within the last three (3) months.
 - b. CBC
To be completed within 14 days prior to surgery.
 - c. Urinalysis
To be completed within 14 days prior to surgery.
 - d. Coagulation Profile
To be completed within 14 days prior to surgery (not a necessary preoperative requirement if for examination under anesthesia only).
 - e. EKG
For all patients 35 years of age or older to be done within three (3) months prior to surgery.
 - f. Chemical Survey
Required for each new patient within one (1) month prior to surgery. If the chemical survey (Test 100) is not possible, BUN, glucose, bilirubin, and SGOT tests are the only acceptable alternatives. A repeat chemical survey is required between administrations of general anesthesia.
 - g. Serum Electrolytes
Required within seven (7) days prior to surgery on those patients with a history of hypertension, cardiovascular disease, or renal disease who are taking diuretics and/or other antihypertensive medication.
 - h. Consent to Operation
A properly signed and witnessed consent to the operation as listed on the surgical schedule.

The preoperative requirements for surgical procedures done under local anesthesia will be at the discretion of the surgeon. There will be no coverage required by the Department of Anesthesiology. The surgeon will assume full responsibility for anesthesia and his name will be placed in the blank in paragraph 4 on the "Consent to Operation or Other Procedure" form. Preoperative patients' requirements will be identified by a label or stamp to expedite the completion of the requirements and their entering into the patient's record. A Preoperative Check List will be utilized for preoperative patients. Except for emergency procedures, such patients will not leave the nursing unit to be sent to the operating room until preoperative requirements are met. The operative permit must be signed and witnessed before preoperative medication is given to the patient.

H. Cancellation of Posted Surgical Patients

It is the responsibility of the attending staff surgeon or his surrogate to cancel any scheduled surgical procedure. The anesthesiologist shall evaluate and make recommendations concerning each patient to receive a general anesthetic, and the surgeon is expected to weigh fully the opinions of the anesthesiologist and others involved in the patient's care. In instances where the anesthesiologist believes anesthesia cannot be given, he shall discuss such with the attending surgeon, who should consider cancelling the procedure. Should differences of opinion develop that cannot be resolved, the Cochairmen of the Operating Room Committee shall resolve the conflict. In the absence of the Surgical Cochairman, the head of the appropriate surgical department shall act in his stead. After a decision is reached to cancel a procedure, the attending staff surgeon or his surrogate shall inform the Operating Room, the Anesthesiology Service, and the Surgery Scheduling Desk as appropriate.

I. Postoperative Orders and Procedures

1. Immediately following the conclusion of a surgical procedure, an operative report will be dictated to include a detailed description of findings as well as a narration of the technical procedure carried out. This is the responsibility of the attending physician in surgery or any other physician assisting him whom he may designate.
2. Except for contaminated patients, all patients who have had general anesthesia will be taken directly from the operating room to the Recovery Room or Surgical Intensive Care Unit (SICU) as appropriate. Contaminated patients will be transferred to the Isolation Room of the SICU, and appropriate isolation procedures instituted. While in the Recovery Room, the patient will become a joint responsibility of both the Department of Anesthesiology and the appropriate surgical department until discharged from the Recovery Room.
3. Postoperative orders shall be written in the medical record before the patient leaves the operating room. All preceding orders will be automatically cancelled at

the time postoperative orders are written. Any medication desired to be continued, or resumed postoperatively, must be ordered in writing.

4. A notification of the patient's entry to the Recovery Room will be forwarded for the information of the family as an administrative responsibility of the nursing personnel; however, it is the responsibility of the operating surgeon, whether staff or fellow, to communicate with the patient's family as soon as possible following the operation.

J. Outpatient Clinic Procedures

All physicians will be responsible for being knowledgeable about policies governing the performance of surgical procedures and diagnostic radiologic examinations within the Outpatient Clinic.

K. Special Duty Nurses

All requests for special duty nurses must be accompanied by a signed order from a physician with responsibility for the patient's treatment. The order should state if a Licensed Vocational Nurse is acceptable in the event a Registered Nurse is not available.

L. Isolation Procedures

All physicians will be responsible for being knowledgeable about the requirements of the approved Isolation Procedures. Orders for patient isolation will be in accord with the approved Isolation Procedures. At his discretion, the Infection Control Officer may institute isolation procedures.

M. Medical and Surgical Intensive Care Units

All physicians will be responsible for being knowledgeable about the guidelines for the Medical Intensive Care Unit (MICU) and Surgical Intensive Care Unit (SICU). The following is a summation of the key points in the guidelines:

1. The MICU and SICU are under the direct supervision of the Heads of the Division of Medical Services and of the Division of Surgical Services, respectively. The directors of the MICU and SICU shall be appointed by the heads of their respective divisions, subject to approval of the Vice President for Patient Care.
2. The staff physician who has referred a patient to the unit will continue to be responsible for the patient's care, in conjunction with the protocol requirements for the patient's diagnostic category.
3. The Heads of the Divisions of Medical Services and Surgical Services will assign a staff physician and a resident and/or a fellow for 24-hour coverage of the respective units.

4. Patients will be admitted only upon written order of the attending physician and prior approval by the unit director who will be indicated on the order sheet.
5. Specific medical diagnoses that make patients eligible for admission to MICU and SICU are as follows:
 - a. Acute cardiac emergencies.
 - b. Respiratory emergencies.
 - c. Acute vascular problems.
 - d. Shock.
 - e. Observation during periods of high risk of cardiac or pulmonary problems.
6. All previous physician's orders are cancelled when a patient is transferred to MICU or SICU. All treatment orders on the patient's medical record are to be rewritten for the patient admitted to either unit and again when the patient is discharged from the units.
7. There will be standard order sheets that will be maintained in MICU or SICU and that may be used at the option of the primary physician.

N. Respiratory Therapy Orders

All orders for respiratory care services, excluding life support equipment, are subject to an automatic five-day stop. If therapy is to be continued beyond the five-day stop date, a complete new order including therapeutic objectives should be recorded on the Physicians' Orders form by the patient's physician.

V. CONSULTATION REQUESTS

A. Required Consultations

Except in emergency situations, consultations with another qualified physician are required as follows:

1. In major surgical cases in which the patient is not a good risk.
2. In all cases in which the diagnosis is obscure.
3. In those cases when there is doubt as to the best therapeutic measures to be utilized.
4. In those cases in which a known or suspected pregnancy may be interrupted.
5. When an operation is performed for the sole purpose of sterilization.

B. Qualifications of a Consultant

A consultant must be well qualified to give an opinion in the field in question. The status of the consultant is determined by the medical staff on the basis of the individual's training, experience, and competence.

C. Essentials for a Consultation

1. A satisfactory consultation includes examination of the patient and the record. A written opinion signed by the consultant must be included in the Progress Notes of the medical record. When operative procedures are involved, the consultation note, except in emergencies, shall be recorded prior to the operation.
2. A request for an x-ray examination shall be considered a consultation. The requirements for a written consultation also apply to the x-ray report.

D. Initiating Request for Consultation

It shall be the responsibility of the physician requesting the consultation to contact the service or physician who will provide the consultation. Requests for inpatient consultation shall be addressed to a service or specific physician and should be recorded on the Physicians' Orders form with an accompanying explanation in the Progress Notes of the medical record. Requests for outpatient consultation should be recorded on the Clinic Service Requisition with an accompanying explanation in the Progress Notes.

VI. REQUEST FOR LABORATORY AND RADIOLOGICAL EXAMINATIONS

A. Clinical Laboratories

1. All orders for clinical laboratory work will be entered by the physician on the Physicians' Orders form for inpatients and Clinic Service Requisition for outpatients. Terminology will conform with that found in the "Laboratory Medicine Bulletin of Information" available on each nursing unit and in the Outpatient Clinic.
2. Orders for clinical laboratory work for patients formally admitted to the hospital but awaiting hospital bed occupancy in the Treatment and Observation area of the clinic who require immediate clinical laboratory work will be written on the Physicians' Orders form used on the inpatient units rather than in the Progress Notes of the medical record and/or the Clinic Service Requisition.

3. All routine work should be ordered by the day before the tests are scheduled. Test reports will be routinely affixed by the Medical Records personnel to the Laboratory Reports sheet located in the patient's medical record.
4. Laboratory tests ordered by physicians as emergency should be marked as such on the request forms. The use of the term "stat" for urgent or emergency requests is discouraged. If necessary, reports may be telephoned only to the physician.
5. Availability of laboratory tests during regular working hours and nights, weekends, and holidays is specified in the "Laboratory Medicine Bulletin of Information."

B. Blood Bank

1. Requests for routine transfusions of blood and blood components must reach the Blood Bank as soon as a decision is made to transfuse any patient. On weekends, holidays, and after 11:00 P.M. on weekdays, only emergency requests for blood and blood components will be honored.
2. Blood to be used for transfusions during surgical procedures should be ordered at the time the patient is scheduled for operation. This applies to both outpatients and inpatients. Blood must be ordered by a physician and requests must be in the Blood Bank by 3:00 P.M. on the day prior to surgical treatment. Platelets for surgical procedures should be ordered 48 hours prior to surgery to permit scheduling of donors.
3. Unused blood cross matched for surgery will be automatically released for use by other patients at 7:00 A.M. on the day after surgical treatment unless specific orders to the contrary are written by the physician. Blood for medical patients will be released 48 hours after cross matching.
4. All transfusion reactions must be reported to the Blood Bank on the form available at the nursing unit.
5. Medications cannot be added to blood transfusions.
6. All members of the medical staff, residents, and fellows are urged to assist in obtaining blood replacements for the Blood Bank through patients' families.
7. The Blood Bank may release blood before the cross matching is completed. In these instances, the attending physician must sign an "Emergency Release Form." All blood so issued will be stamped "This blood has not been completely cross matched." The Blood Bank will complete the tests and notify the physician if any problems are encountered. When possible, the patient and/or responsible family member should be notified and concurrence requested.

C. Anatomical Pathology

1. All tissues removed during a surgical procedure shall be sent to the Department of Pathology, where a pathologist shall make such examination as he may consider necessary to arrive at, or confirm, a pathological diagnosis.
2. A signed report of the pathologist's findings shall be entered in the medical record.

D. Diagnostic Radiology

1. Requests for diagnostic radiologic examinations are considered requests for consultation, and the regulations pertaining to these requests are the same as those governing other forms of consultation.
2. Routine preparations and ordering sequences for all radiologic procedures are recorded in manuals located at the nursing stations of each floor and clinic. Orders for the preparation of a patient should be written at the time an examination is ordered.
3. Requests for diagnostic radiologic procedures for patients formally admitted to the hospital but awaiting hospital bed occupancy in the Treatment and Observation area of the clinic who require immediate radiologic examination will be written on the Physicians' Orders form used on the inpatient units rather than in the Progress Notes of the medical record and/or the Clinic Service Requisition.
4. Orders for necessary laxatives or enemas must accompany orders for cholecystograms, pyelograms, barium enemas, and similar radiologic studies.

VII. INVESTIGATIONAL PROCEDURES OR TREATMENT

A. Obtaining of Consent

Formal written consent is to be obtained from those patients who are to undergo treatment or other procedures of an investigational nature. The informed consent form to be used for this purpose must be approved by the Surveillance Committee (institutional review board) of the institution.

B. Responsibility for Obtaining Consent

The attending physician, or another physician he may designate, is responsible for informing the patient of the nature of the investigational procedure and obtaining the consent of the patient, and must be a witness to the patient's signature on the applicable form. This responsibility may not be further delegated.

C. Recording in Medical Records

When formal consent is obtained by a physician, verification of the explanation to the patient and his consent shall be recorded in the Progress Notes of the medical record. The original consent form shall also be filed in the medical record.

D. Scheduling Patients for Investigational Procedures
by Other Than Attending Physician

When a clinical investigator desires to schedule a research-related test or procedure on other than a patient for whom he is the attending physician, the investigator will first notify the patient's attending physician and gain his approval. The dates for any agreed-to investigational procedure will be coordinated with that patient's regular schedule of visits to the clinic whenever possible.

VIII. DEATHS AND AUTOPSIES

A. Completion of Death Certificates

1. When an autopsy is performed, the completion of the medical certification portion of the Death Certificate is the responsibility of the Department of Pathology.
2. When no autopsy is performed, the physician who pronounces the patient dead is responsible for completion of the Death Certificate before leaving the scene.
3. The physician who signs the Death Certificate must be duly licensed to practice medicine in Texas or have a temporary institutional license.

B. Obtaining Autopsy Permits

1. Every member of the medical staff is expected to be actively interested in securing permission for autopsy.
2. No autopsy shall be performed without written consent of the next of kin or the legally authorized agent. The staff must adhere strictly to the proper legal succession of next of kin. A telephone consent is acceptable, provided the conversation is monitored by a third party who subsequently signs the consent form as a witness together with the physician who requested the consent.
3. If an autopsy is not requested or if permission is refused, a notation to this effect should be included on the Progress Note sheet.
4. Registered patients currently under treatment or follow-up care who expire outside the hospital may, at the request of the attending physician and with authorization of the legal next of kin, be returned to the hospital for

an autopsy -- provided this action is not contrary to the Medical Examiner's Law of Texas. Transportation to the hospital must be provided by the funeral director at the expense of the family. A staff physician who learns of the death of an M. D. Anderson patient outside the hospital should notify the Information and Statistics Section of the Department of Epidemiology and should dictate a note for the medical record.

C. Autopsy Reports

1. The Provisional Anatomic Diagnoses and the Final Anatomic Diagnoses, upon completion, are forwarded to the Department of Medical Records.
2. The Department of Medical Records forwards a copy of these reports to the referring physician.
3. Family members requesting autopsy reports from M. D. Anderson are referred to the referring physician for this information.
4. If it is necessary that a family obtain an autopsy report directly from M. D. Anderson, a letter requesting the report, signed by the patient's nearest of kin, must be sent to the Hospital Administrator.

IX. PROFESSIONAL AND PUBLIC RELATIONS

A. Communications with the Patient's Referring Physician

1. The referring physician shall be kept regularly informed of the patient's progress by the staff physician most closely associated with the patient's diagnostic or treatment activity.
2. Although a form letter advises the physician of his patient's registration, letters shall be forwarded to referring physicians on one or more of the following occasions as specified by the Vice President for Patient Care:
 - a. After the initial evaluation.
 - b. When a course of therapy has been selected.
 - c. During treatment or on the day of an operation.
 - d. After any change in a patient's status, i.e., progression of disease, etc.
 - e. On the day of an inpatient discharge or completion of an outpatient's treatment.
 - f. At yearly intervals for patients under continued observation and/or treatment.

- 3. Responsibility for assuring that letters to referring physicians are kept current rests with the chiefs of the clinical services. All letters must be signed by authorized staff physicians, who may delegate the preparation of the letter to a resident physician or fellow.

B. Communication with the News Media

- 1. The M. D. Anderson administration encourages members of the medical staff to be of assistance to the news media at all times. The role that the media play in public education and the institution's accountability to the people of Texas are recognized.
- 2. The Head of the Department of Public Information and Education is responsible for the release of all information to the news media. Staff of the Department are available to the medical staff to provide consultation on working effectively with the media.
- 3. Members of the medical staff are encouraged to notify the Department of Public Information and Education of any activity that they think may be of interest to the public. The Department will be responsible for notifying media of any items judged newsworthy.
- 4. Members of the medical staff are to refrain from communicating directly with the news media without first notifying the Head of the Department of Public Information and Education.

C. Private Gifts, Grants, and Bequests

- 1. The Executive Director of The University Cancer Foundation is responsible for coordinating efforts to secure gifts, grants, and bequests from private funding sources (individuals, foundations, corporations, and organizations).
- 2. The University Cancer Foundation Development Office is available to assist with efforts to obtain private funding.
- 3. Any requests submitted to private funding sources should be coordinated with the Development Office.

X. MISCELLANEOUS RULES AND REGULATIONS

A. Chiefs of Clinical Services

- 1. The principal responsibility of the chief of each clinical service is the adequacy of care for all patients on the service.

2. The chief of each clinical service of the medical staff is responsible for the educational program in his area of professional activity. Execution of the program shall be in accordance with the general policies, procedures, and recommendations of the certifying boards.

B. Surgeons

1. Surgeons must be in the Operating Room and ready to commence operating at the time scheduled, and in no case will an operating room be held longer than 15 minutes after the time scheduled.
2. The attending surgeon shall be responsible for ensuring that a pertinent history and physical examination are recorded in the medical record before the stated time for the surgical procedure(s). If a current history and physical examination (see Section III. C. 1.) are not recorded by the stated time for the surgical procedure(s), then the procedure(s) shall be cancelled provided that such cancellation does not constitute a hazard to the patient.

C. All Staff Members

1. Each member of the medical staff to whom patients are assigned will, whenever he is aware that he will be unavailable, designate another physician to attend his patients in the hospital in an emergency. A note to this effect will be included in the Progress Notes, and the patient/family will be notified by the attending physician. In case of failure to name such an associate, the Head Nurse shall have the authority to call upon any member of the medical staff, should she consider it necessary. The medical staff member will also notify the office of the Administrator - Clinic immediately when he becomes aware he will be absent from the clinic on his assigned days by completing the form designated for this purpose. On this form he must designate how his patients scheduled for this time should be handled, i.e., other attending physician to see, or patients rescheduled. Rescheduling of patients will be the responsibility of the office of the Administrator - Clinic.
2. All members of the medical staff shall pursue and encourage programmed research to a maximum consistent with their assigned duties.
3. All members of the medical staff shall participate in the educational program of their services and/or departments and shall be responsible for the annual attainment of 50 participant credit hours of continuing medical education.
4. Members of the medical staff shall keep current their respective functions and responsibilities under existing Disaster Plans and shall participate in scheduled planning conferences or practice exercises as indicated.
5. All members of the medical staff are responsible for complying with the radiation safety standards established by the manual "Care and Precautions in Handling the Radioactive Patient." This manual is available on each nursing unit.

Members of the clinical staff shall also comply with the regulations for handling biohazardous material and disposing of biohazardous waste material according to the regulations on file in the Biosafety Office. A copy of these regulations is available in each departmental office.

6. Physicians admitting patients shall be held responsible for furnishing information to all concerned, as may be necessary, to assure the protection of other patients and hospital personnel from those who are a source of danger from any cause whatsoever or to assure protection of a patient from self-harm.
7. All members of the medical staff shall be responsible for attending the prescribed medical staff meetings and appropriate recording of same as continuing education.
8. The Department of Scientific Publications serves as a source of counsel to the medical staff on grammar, style, bibliography, and format relating to scientific writing. Likewise, it is institutional policy that all manuscripts must be reviewed by that department and by the head of the senior author's department prior to submitting manuscripts to publishers in order for reprints to be purchased at institutional expense.
9. Institutional policy does not permit routine medical care for employees, visitors, and invitees. Emergency care may be provided these individuals according to the procedure outlined below. Treatment in these instances will be provided only to the degree that it is necessary to save life or prevent almost certain physical harm to the individual.
 - a. Any employee who becomes acutely ill or is injured on the job between the hours of 8:00 A.M. and 5:00 P.M. should report to the Personnel Health Services Office in Room 330 of the former Prudential Building to be evaluated by a designated Workers' Compensation Insurance (W.C.I.) physician. Under emergency conditions the employee should be taken directly to Station 19, and the Personnel Health Services Office should be notified by telephone. Should the above occur after 5:00 P.M. or on a weekend or holiday, the employee should contact his immediate supervisor who will take or direct the employee to Station 19 of the clinic. The surgical resident on call will be contacted to care for an injured employee, and the medical fellow on call will be contacted to care for an acutely medically ill employee. These two physicians will be expected to respond to the nurse's call regardless of whether they possess a regular Texas license. All residents and fellows practicing in this institution with an institutional license fall under the category of "duly licensed physician." Employees seen by a physician in Station 19 should be referred to Personnel Health Services on the next working day.
 - b. If a visitor is injured or becomes acutely ill on the premises, the physician responsible for the patient being visited will be notified and should respond to the call if he is available in the institution. In the absence of this physician, the surgical resident or medical fellow on call for the particular service will respond to the call.

- c. If an invitee (any person on the premises performing a function at the pleasure of this institution) becomes acutely ill while on the premises, the medical fellow on call for that day or night will be notified and should respond to the call. In the event an invitee is injured on the premises, the surgical resident on call for that day or night will be notified and should respond to the call.
- d. Only those functions necessary to take care of the acute conditions, including x-rays where they might be indicated due to a fall, etc., should be performed. For further care, the visitor or invitee should be referred to his own physician or to the emergency room of a general hospital. No commitment shall be made for payment of the costs of such care by this hospital.
- e. A regular Texas license is not required to administer aid under these circumstances.

D. Specified Professional Personnel

1. Medical staff may request the services of an appointed staff Texas State licensed psychologist. The psychologist must be approved by the Executive Committee of the Medical Staff, and his credentials must comply with State regulations with regard to licensure. Utilization of this service may occur in those instances in which the patient exhibits mental aberrations deemed detrimental by the M. D. Anderson physician to the health and welfare of the patient. Request and procedures concerning this service will follow the procedures as outlined in this manual in Section V. D. (Initiating Request for Consultation).
2. The psychologist will follow the procedure outlined in this manual in Section V. C. (Essentials of a Consultation). In addition, the psychologist should be prepared to provide a progress report to the attending physician as necessary and upon request.
3. An appointed staff geneticist may participate in the care provided patients upon request of medical staff members. The qualifications of the geneticist must be previously reviewed by the Executive Committee of the Medical Staff and specific authorization given by the Executive Committee for the geneticist to see patients.
4. Upon the recommendation of the department head and Vice President for Patient Care, and with the approval of the President, temporary privileges may be granted to allied health professionals who are employees of other health care facilities. Such privileges shall be restricted to a specific specialized procedure to be performed in conjunction with the ongoing medical treatment of a particular patient or patients that is not otherwise regularly available within the institution. A medical staff member who has expertise relative to the specialized procedures shall be charged with responsibility for the supervision of such allied health professionals. Prior agreement between M. D. Anderson and the employer of the allied health professionals shall assure adequate liability coverage for procedures that are contemplated.

Where periodic need for these services is anticipated, any arrangements shall be reduced to written form and referred for review and concurrence to the Executive Committee of the Medical Staff for subsequent administrative approval. The Executive Committee of the Medical Staff shall also review any such arrangements on an annual basis, including the competence and qualifications of the allied health professionals involved.

E. Medicare Certification and Recertification

1. Regulations governing the Federal Medicare program require written certification of the need for hospitalization of patients covered under the Medicare program. Certifications are to be provided by a staff physician familiar with the patient's illness. Specifically, the requirements are as follows:

On the 12th and 18th days of hospitalization and at the end of each 30-day period thereafter, a staff physician must certify the need for continued hospitalization.

The certification must include:

- a. Adequate reasons for continued hospitalization.
 - b. The estimated length of stay.
 - c. Plans for post-hospital care.
2. The Executive Committee of the Medical Staff has developed a procedure governing recertification of need for continued hospital confinement of patients covered by Medicare. The procedure is as follows:
 - a. The Medical Records Department will prepare the recertification document and make it available to the staff physician's office on or before the recertification date.
 - b. The document must be signed and in the Medical Records Department no later than seven (7) days after the recertification date.
 - c. If the staff physician attending the patient is unavailable to sign the document during the seven-day period, the staff physician assuming responsibility for the patient in his absence should sign the document.
 - d. The Medical Records Department will work closely with the secretarial staff of each physician's office.

Recertification not completed in the allotted time will be referred to the Utilization Subcommittee.

F. Utilization Review Plan

1. A Utilization Review Plan for the institution has been developed by representatives of the medical staff of M. D. Anderson and has been approved. It is the intent of the plan to meet all pertinent Federal regulations relative to utilization review.
2. The Utilization Review Plan calls for the establishment of a Utilization Subcommittee whose purpose is:
 - a. To ensure that all inpatient services given are necessary and cannot be provided as effectively on an outpatient basis or in another facility appropriate to the patient's needs.
 - b. To ensure the maintenance of high-quality patient care through evaluation of medical services given, and to ensure that medical practices are in the best interest of the patient.
 - c. To provide an educational program involving studies of patterns of care.
 - d. To review at intervals the hospital's discharge planning program.
3. In conjunction with the review of admissions and extended stays, the subcommittee will analyze its findings and, where factors are identified that contribute to ineffective use of inpatient service and facilities, make recommendations of more effective procedures to the Executive Committee of the Medical Staff.
4. All members of the medical staff are encouraged to become familiar with the provisions in the Utilization Review Plan and are encouraged to assist in its work by providing adequate documentation in the chart about reasons for admission and need for continued hospitalization.

G. Management of Emotionally Disturbed

and Alcohol- and Drug-Addicted Patients

1. Since M. D. Anderson specializes in the treatment of neoplastic diseases, patients with acute emotional disturbances or alcohol or drug addiction may be treated for a malignancy and present special treatment problems.
2. All patients with these disorders will be evaluated by the attending physician promptly to assure that their immediate problems can be stabilized and that their presence does not threaten the safety of other patients or personnel.
3. Considerations will be given to the need for psychiatric consultation in order to arrive at the most proper evaluation of the condition.
4. Whenever the attending physician concludes due to either the lack of appropriate facilities or the regular availability of specialized staff that the patient

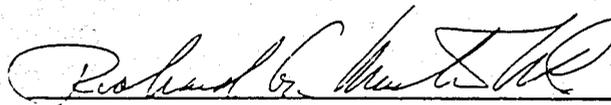
cannot be effectively or safely treated within the institution, steps shall be taken to arrange the patient's transfer to a facility suitable to the patient's condition. Administration should be informed of the situation and should notify the University police in case security arrangements are required. In follow-up evaluations, the attending physician should consider Medical Social Service resources in discharge planning and the use of other facilities.

H. Responsibility for Interns, Residents, and Fellows

Each intern, resident, and fellow receiving training at M. D. Anderson will be appointed to a specific department and to an individual full-time clinical staff member from whom he shall receive instruction and supervision. These postgraduate trainees shall participate in the care of patients of the staff member and report regularly their medical findings through the medical record and directly to the staff member. Recognizing that the staff member has primary responsibility for the management of medical care provided to his patients and further recognizing that the staff member has responsibility to provide for the training of designated interns, residents, and fellows, the staff member shall be expected to become involved in patient care activities with the trainee.

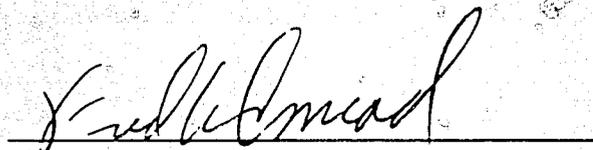
Through supervision of the trainee, the staff member will reasonably delegate various direct patient care responsibilities and reasonably rely upon the judgment of the trainee to report findings relative to each patient's care. In this process, however, the staff member shall retain ultimate responsibility for the total medical care of each patient for whom he is identified as the attending physician. The staff member or department head shall be responsible for the designation of another staff member to oversee the activities of the trainee in his absence.

These Rules and Regulations of the Medical Staff were adopted as revised by the Medical Staff of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, August, 1980.

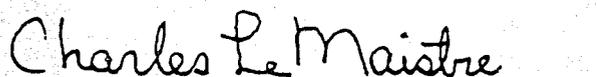


Chairman, Executive Committee
of the Medical Staff

Approved as revised, August, 1980

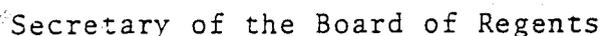


Vice President for Patient Care



President

Approved as revised, _____, 1980



Secretary of the Board of Regents

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 145-158). -- Committee Chairman Hay filed with the Secretary the following report of the Land and Investment Committee stating that all items were approved unanimously in open session unless otherwise indicated. The report was adopted without objection:

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

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for August 1980 and Report on Oil and Gas Development as of August 31, 1980. --The following reports with respect to (a) certain monies cleared to the Permanent University Fund for August 1980 and (b) Oil and Gas Development as of August 31, 1980, were received from the Executive Director for Investments and Trusts:

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Permanent University Fund	August, 1980	Cumulative This Fiscal Year	Cumulative Preceding Fiscal Year	Per Cent Change
Royalty				
Oil	\$ 6,514,500.45	\$ 78,728,841.34	\$45,057,711.87	74.73%
Gas	3,955,665.49	36,652,948.31	30,804,688.89	18.98%
Sulphur	405,410.12	3,974,506.85	774,531.00	413.15%
Water	69,007.45	373,374.45	216,545.66	72.42%
Brine	3,483.07	42,932.98	30,737.26	39.68%
Rental				
Oil and Gas Leases	282,582.50	2,549,936.82	2,337,297.89	9.10%
Other	4,580.00	20,338.47	33,580.51	(39.43%)
Sale of Sand, Gravel, Etc.		45,516.93	26,639.10	70.87%
Gain or (Loss) on Sale of Securities	918,203.72	8,332.27	392,443.56	(97.87%)
Transfer from Special 1% Fee Fund				
Board for Lease of University Lands	-0-	-0-	100,000.00	(100.00%)
Sub-Total	<u>\$12,153,432.80</u>	<u>\$122,396,728.42</u>	<u>\$79,774,183.06</u>	53.43%
Bonuses				
Oil and Gas Lease Sales	\$ -0-	\$ -0-	\$ 9,719,000.00	(100.00%)
Amendments and Extensions to Mineral Leases	330.75	252,798.50	1,004,203.38	(74.83%)
Total Bonuses	<u>\$ 330.75</u>	<u>\$ 252,798.50</u>	<u>\$10,723,203.38</u>	(97.64%)
TOTAL CLEARANCES	<u>\$12,153,763.55</u>	<u>\$122,649,526.92</u>	<u>\$80,497,386.44</u>	35.53%

Oil and Gas Development - August 31, 1980
Acreage Under Lease - 933,025

Number of Producing Acres - 421,519

Number of Producing Leases - 1,809

Mortgage Loan Program FHA -
SELLER SERVICERS

2. Permanent University Fund; Approval of Commerce Savings Association of Brazoria County, Texas, as Seller-Servicer of FHA and VA Mortgages to Replace M. P. Crum Company of Dallas, Texas. --System Administration presented the request of the M. P. Crum Company of Dallas, Texas, a designated Seller-Servicer of FHA and VA mortgage loans for the Permanent University Fund which company desires to sell its residential mortgage sale and servicing portfolio to Commerce Savings Association of Brazoria County, Texas (headquarters in Angleton, Texas) and be replaced by the Commerce Savings Association as a University Seller-Servicer. It was pointed out that all the agreements, rights and obligations of the M. P. Crum Company will be assumed by the Commerce Savings Association, a Texas savings and loan association, which has a branch in Dallas and that the Commerce Savings Association meets the requirements for a Seller-Servicer of FHA and VA loans for the Permanent University Fund.

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Based on this presentation and the recommendation of Executive Director Lobb and Chancellor Walker, approval was given to replace the M. P. Crum Company with the Commerce Savings Association as a Seller-Servicer of FHA and VA loans for the Permanent University Fund.

B. LAND MATTERS

1. Easements and Surface Leases Nos. 5235-5251 and Material Source Permits Nos. 596-597. --Applications for Easements and Surface Leases Nos. 5235-5251 and Material Source Permits Nos. 596-597 that were recommended by the Vice Chancellor for Business Affairs were approved. All had been approved as to content by the appropriate officials. Unless otherwise indicated (a) payment for each had been received; (b) each document is on the University's standard form; and (c) each is at the standard rate effective August 1, 1979 (adopted June 1, 1979):

a. Easements and Surface Leases Nos. 5235-5251

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5235	Saxon Oil Company	Surface Lease Salt water disposal	Reagan	58	1 Acre	8/1/80- 7/31/81	\$ 1,000.00*
5236	Dick Hartsell and Aubrey Edwards	Surface Lease Truck yard & office	Reagan	11	200' x 200'	9/1/80- 8/31/81	500.00**
5237	Tesoro Crude Oil Company	Surface Lease Crude oil receipt and delivery station	Reagan	11	.709 Acre	8/11/80- 7/10/90	2,000.00 (Full)
5238	Oasis Pipe Line Company (Renewal of 3162)	Pipe Line Gas line	Loving	19 and 20	2,149.88 rods of 24 inch	10/1/80- 9/30/90	8,599.52
5239	Oasis Pipe Line Company (Renewal of 3165)	Pipe Line Gas and liquid hydrocarbons	Ward	16	1,308.55 rods under 12 inch	9/1/80- 8/31/90	3,925.65
5240	Oasis Pipe Line Company (Renewal of 3187)	Pipe Line Gas line	Ward	16	566.54 rods of 6 inch	11/1/80- 10/31/90	1,699.62

*Renewable from year to year, not to exceed a total of Five (5) years. Negotiated by the Manager of University Lands, Oil, Gas and Mineral Interests.

**Renewable from year to year, not to exceed a total of Ten (10) years. Negotiated by the Manager of University Lands, Surface Interests.

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No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5241	Oasis Pipe Line Company (Renewal of 3214)	Pipe Line Gas and liquid	Ward	16	821.46 rods under 12 inch	1/1/81- 12/31/90	\$ 2,464.38
5242	Scurlock Oil Company (Renewal of 3168)	Pipe Line Oil line	Winkler	21	1,507 rods of 4-1/2 inch	10/1/80- 9/30/90	4,521.00
5243	El Paso Electric Company (Renewal of 3174)	Power Line Distribution	El Paso	"L"	512.90 rods of Single pole	10/1/80 9/30/90	512.90
5244	Big Lake Salvage Company (Renewal of 3394, 3411 and 3185)	Surface Lease Salvage yard	Reagan	11	2.20 Acres more or less	8/1/80- 7/31/81	1,200.00*
5245	Walter A. Anderson (Renewal of 3181)	Surface Lease Road sign site	Ward	16	40' x 300'	10/1/80- 9/30/81	300.00*
5246	Stuckey's Inc. (Renewal of 3149)	Surface Lease Road sign site	Ward	16	40' x 300'	8/1/80- 7/31/81	400.00*
5247	Champion Chemical, Inc.	Surface Lease Office and chemical yard	Reagan	11	200' x 300'	7/1/80- 6/30/81	600.00*
5248	Palo Petroleum, Inc.	Surface Lease Oil field office and storage yard	Reagan	11	200' x 200'	10/1/80- 9/30/81	500.00*
5249	Texas Electric Service Company (Renewal of 3164)	Power Line Distribution	Andrews	9, 10, 11, 12 and 14	1,266.66 rods of Single pole	9/1/80- 8/31/90	1,266.66
5250	Cabot Corporation (Renewal of 3170)	Pipe Line Oil and gas line	Ward	16	59.88 rods of 4-1/2 inch	10/1/80- 9/30/90	200.00 (Min)
5251	Gulf Refining Company (Renewal of 3134)	Pipe Line Oil line	Crane	31	399.10 rods of 2-3/8 inch	9/1/80- 8/31/90	1,197.30

*Renewable from year to year, not to exceed a total of Ten (10) years. Negotiated by Manager of University Lands, Surface Interests.

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b. Material Source Permits Nos. 596-597

No.	Grantee	County	Location	Quantity	Consideration
✓596	Seidel, Inc.	Reagan	Block 11	432 cubic yards of caliche	\$ 216.00
✓597	Petro Construction Company, Inc.	Crane	Block 35	847 cubic yards of caliche	423.50

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

1. U. T. Austin: Acceptance of Gifts and Establishment of
(a) O'Neil Ford Endowment Fund in School of Architecture,
(b) The Bascombe Royall and Frances Fallon Fuller
Scholarships in College of Education, (c) Texas Cowboy
Centennial Fund (d) Lebermann Plan II Excellence Endow-
ment Account in College of Liberal Arts, (e) Report of
Receipt of Final Distribution from Estate of Melvin J.
Rieger and Establishment of Melvin J. Rieger Scholarship
Fund in Physics in College of Natural Sciences, (f) Report
of Receipt of Final Distribution from Estate of Eva Stevenson
Woods. -- Unanimous approval was given to the recommenda-
 tions of President Flawn and Chancellor Walker that the
 following gifts and/or reports be accepted and endowed
 funds be established as indicated at The University of
 Texas at Austin:

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- a. \$50,000 from The Eugene McDermott Foundation, Dallas,
Texas, and the establishment of the O'Neil Ford Endow-
ment Fund in the School of Architecture

The endowment fund goal is \$500,000 and is to be used
 to establish a Chair in the School of Architecture in
 honor of Mr. Ford.

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The School of Architecture and its Advisory Council have
 set a goal of \$500,000 to establish the proposed Chair.
 The Moody Foundation of Galveston, Texas, has awarded
 a challenge grant of \$100,000 to the School of Architecture
 for funding of the proposed Chair if a total of \$400,000 can
 be raised.

Scholarship in College of Education

- b. \$40,000 from Professor and Mrs. Landon E. Fuller of
Blacksburg, Virginia, and the establishment of The
Bascombe Royall and Frances Fallon Fuller Scholar-
ships in the College of Education

Income will be used each year to grant two graduate
 scholarships in equal amounts to be awarded by an
 appropriate committee within the College of Education.
 An appropriate recognition to the donor of this gift will
 be made by U. T. Austin.

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- c. \$20,000 from the Texas Cowboys organization and vari-
 ous other donors and establishment of the Texas Cowboy
Centennial Fund

The interest earned on the endowment will be reinvested
 until \$100,000 is reached to establish a rotating lecture-
 ship.

The lectureship will rotate among the following schools
 and colleges, enabling them to bring to the campus a
 distinguished speaker for a lecture or series of lectures:
 Architecture, Business Administration, Communication,
 Education, Engineering, Fine Arts, Law, Liberal Arts,
 Library Science, Natural Sciences, Nursing, Pharmacy,
 LBJ School of Public Affairs and Social Work.

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d. The establishment of the Lebermann Plan II Excellence Endowment Account in the College of Liberal Arts

Funding of \$95,532 will be provided from proceeds from the sale of Mr. Lowell Lebermann and Mrs. Louise O'Conner Lebermann's house which was deeded to The University of Texas Foundation in 1975. Income from the fund will be used to promote excellence in the Plan II honors program.

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Mr. Lowell H. Lebermann and Mrs. Louise O'Conner Lebermann on December 24, 1975, donated property to The University of Texas Foundation, Inc., described as Lots No. 23 and 24, Enfield "C," an addition to the City of Austin, Travis County, Texas, and being located at 1506 West Lynn Street. Terms and conditions of the Deed of Gift directed that proceeds from sale of the house be used as follows: (1) fifty percent of the net proceeds to The Chancellor's Council, (2) twenty-five percent of the net proceeds to the Ex-Students' Association, and (3) twenty-five percent of the net proceeds to U. T. Austin for the Academic Excellence Program in Plan II.

*O.N. Mr. Lebermann
but not Mrs. L -
see
con
fig.*

A total of \$105,532.20 has been received by U. T. Austin for the Academic Excellence Program in Plan II. The balance of \$10,000 after establishment of the Lebermann Plan II Excellence Endowment Account is being held to fund a proposed Professorship in the College of Liberal Arts.

e. Report of receipt of final distribution from the Estate of Melvin J. Rieger - Final Distribution: \$15,026.99

Total Distributions: \$178,349.72, which will be used in the establishment of the Melvin J. Rieger Scholarship Fund in Physics in the College of Natural Sciences

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Income will be used to provide scholarships for students with a major in physics.

f. Report of receipt of final distribution of a bequest from the Estate of Eva Stevenson Woods (accepted by the Board of Regents at its July 11, 1980 meeting)

Frost National Bank, San Antonio, Texas, as Independent Executor has distributed to the Board of Regents an undivided one-third surface and mineral interest in 2,508.4 acres of land in Sections 24, 26, 28 and 10, Reagan County, Texas, by execution of a Special Warranty Deed. Income during administration of \$825.61 has been added to the Eva Stevenson Woods Endowed Presidential Scholarship fund principal account.

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Elton Hyder

Following acceptance of the foregoing gifts, Vice-Chairman Law asked to report on a very happy experience he had had since the last meeting. He had spent one morning going through the new Law School Building, and one of the reasons why he was so pleased was not only that the building was functional and served the need, but it also had some of the most beautiful furnishings he had seen anywhere. No other law school building could equal this. He said that the deluxe items in the building were given by the Elton Hyders, and he wished to take this opportunity to express appreciation to the Hyders for all that they had done to make the building so beautiful.

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Presidential Scholarships, Endowed (2)

- 2. U. T. Austin: Name of George M. Kozmetsky Memorial Scholarship Changed to the George M. Kozmetsky Memorial Endowed Presidential Scholarships in the College of Business Administration. -- Upon recommendation of President Flawn and Chancellor Walker and without objection, approval was given to change the title of the George M. Kozmetsky Memorial Scholarship to the George M. Kozmetsky Memorial Endowed Presidential Scholarships in the College of Business Administration at The University of Texas at Austin. There is currently an amount of \$105,686.29 in the George M. Kozmetsky Memorial Scholarship Fund which was originally established on March 5, 1973, in memory of the son of Ronya and George Kozmetsky. The income from this endowment will be used to award four annual endowed presidential scholarships.

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Presidential Scholarships, Endowed

- 3. U. T. Tyler: Acceptance of Gift from The Vaughn Foundation and Establishment of The Vaughn Foundation Presidential Scholarship in Nursing. -- Unanimous approval was given to the recommendation of President Stewart and Chancellor Walker to accept a gift of \$25,000 from The Vaughn Foundation and to establish The Vaughn Foundation Presidential Scholarship in Nursing at The University of Texas at Tyler with the understanding that annual scholarships of \$500 or more if circumstances warrant will be awarded to full-time undergraduate or graduate nursing major students pursuing a baccalaureate or master's degree in nursing.

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- 4. Dallas Health Science Center (Dallas Southwestern Medical School): Acceptance of Florence E. King Statement of Understanding and Establishment of Dr. Walter N. Skinner Scholarship Fund. -- System Administration reported that the Southwestern Medical Foundation had received and accepted a gift of \$35,000 from Mrs. Florence E. King based on the Florence E. King Statement of Understanding and President Sprague and Chancellor Walker recommended that the Dr. Walter N. Skinner Scholarship Fund at the Dallas Southwestern Medical School of The University of Texas Health Science Center at Dallas be established to be funded by the Southwestern Medical Foundation. Whereupon, the Dr. Walter N. Skinner Scholarship Fund was established in accordance with the Regents' Rules and Regulations.

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It was understood that the income from the cash gift of \$35,000 will support the scholarship award which is not to exceed \$2,000 with excess income reinvested until the income is in excess of \$4,000 at which time an additional scholarship can be granted.

Tillman-Trotter Foundation

- 5. Houston Health Science Center: Authorization to (a) Accept Bequest from the Estate of Mildred Ann Field for Graduate Student Research in the School of Nursing and (b) Establish the Betty Wheless Trotter Visiting Professorship in the Health Sciences. -- Without objection, approval was given to the recommendations of President Bulger and Chancellor Walker to:

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- a. Accept a bequest of \$5,000 from the Estate of Mildred Ann Field to be used for graduate student research in the School of Nursing

Terms of the will as they relate to the Houston Health Science Center are as follows:

"B. From the proceeds of my Aetna policy of insurance, Policy Number 2302, Certificate Number 244-58-8698 which is payable to my estate, I give the following:

1. To the Board of Regents of the University of Texas System, for the benefit of the University of Texas School of Nursing at Houston, Texas, the sum of Five Thousand (\$5,000.00) Dollars. It is my desire that said funds be used for the purpose of funding graduate student research."

b. Establish the Betty Wheless Trotter Visiting Professorship in the Health Sciences to be funded by gifts from The Tillman-Trotter Foundation

It was understood that this professorship will be used to invite a nationally prominent individual to the Health Science Center, the aim of which is to enlighten the community on health related problems and their impact on society.

Gifts totaling \$54,948.98 have been received and reported in the institutional docket with the balance of \$45,051.02 to be paid by April 30, 1983, which will complete the required funding of \$100,000.

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B. REAL ESTATE MATTERS

1. U. T. System - Hogg Foundation - Thomas E. Hogg Fund and Will C. Hogg Fund: Oil and Gas Lease on Undivided Interest in 160 Acres in Coleman County, Texas, to Tierra Exploration, Inc. -- Unanimous approval was given to the recommendation of Vice Chancellor Boyd and Chancellor Walker for an oil and gas lease on undivided interest under a 160 acre tract in Coleman County, Texas, (Thomas E. Hogg Fund and Will C. Hogg Fund) to Tierra Exploration, Inc., more fully described as:

All of the South 160 acres of the following described 276.55 acres out of the A. Quigley Survey No. 739, Abstract No. 567, down to and including a depth from the surface of 3,000 feet. Terms include: 1/5 royalty, \$10 per acre bonus with a one year primary term.

The net interest of the Board of Regents in this tract amounts to approximately 7.5 net mineral acres for the Thomas E. Hogg Fund, 10 net mineral acres for the W. C. Hogg Fund and 12.5 net mineral acres for the Ima Hogg Foundation.

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2. U. T. System - Hogg Foundation for Mental Health - Will C. Hogg Memorial Fund: Oil and Gas Lease Covering 20 Acres in Brazoria County, Texas, to Sue-Ann Operating Company. -- Approval was given to the recommendation of Vice Chancellor Boyd and Chancellor Walker to grant an oil and gas lease to Sue-Ann Operating Company, Houston, Texas, covering 20

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acres in Brazoria County, Texas, (Hogg Foundation for Mental Health - Will C. Hogg Memorial Fund) as set out below:

Being Lots 26, 27, 30 and 31 J. S. Hogg Subdivision, for a primary term of 3 years, 1/4 royalty, \$100 per acre bonus and \$10 per acre annual delay rental

The Board of Regents as Trustee of the Hogg Foundation: Will C. Hogg Memorial Fund owns 7/12ths of the minerals to a depth of 3,728 feet, Ima Hogg Foundation owns 7/12ths below that depth, and the other 5/12ths as to all depths is owned by Miss Alice C. Simkins.

Huntington Lands - 2400 Acres of Land in Galveston Cty.

- 3. U. T. Austin - Archer M. Huntington Museum Fund: Extension of Option Agreement to Pelican Terminal Corporation on About 519 Acres of Land in the Samuel C. Bundick League and H. B. Littlefield Survey, Galveston County, Texas. --Without objection, and upon recommendation of Vice Chancellor Boyd and Chancellor Walker, Pelican Terminal Corporation was granted two six-month extensions of the Option to Purchase Agreement which expires December 31, 1980, on approximately 519 acres of land in the Samuel C. Bundick League and H. B. Littlefield Survey, Galveston County, Texas, (Archer M. Huntington Museum Fund) as follows:

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- a. the first extension is for the period from January 1, 1981 through June 30, 1981, for a fee of \$45,000 with option exercisable at \$5,000 per acre
- b. the second extension is for the period from July 1, 1981 through December 31, 1981, for a fee of \$45,000 with option exercisable at \$5,250 per acre

All option money will apply toward the purchase price of the property if an option is exercised.

- 4. U. T. Austin - J. Marion West Chair for Constructive Capitalism: Renewal of Grazing Lease to Joe Rodriguez of Rosenberg, Texas, Covering Land in the William Andrews League, Fort Bend County, Texas. --Upon recommendation of Vice Chancellor Boyd and Chancellor Walker and without objection, the grazing lease on 130.387 acres in the William Andrews League, Fort Bend County, Texas (J. Marion West Chair for Constructive Capitalism) was renewed to Mr. Joe Rodriguez of Rosenberg, Texas, for one year, commencing January 1, 1981, at an annual rental of \$1,400.

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Special Com. To Sell Endowment Lands

- 5. U. T. Dallas: Rejection of Bids for Sealed Bid Sale of 43.1132 Acres of Endowment Lands Located in the City of Plano, Collin County, Texas, and Authorization for Negotiated Sale. --Without objection, approval was given to the following recommendations of President Jordan and Chancellor Walker:

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- a. To reject all bids received for the sale of 43.1132 acres of Endowment Lands of The University of Texas at Dallas located in the City of Plano, Collin County, Texas, because the two bids received were considerably below the appraised value of the land
- b. To authorize the Special Committee on Endowment Lands - Collin County, Texas, composed of Regent Williams,

Chairman, Regent Hay and Regent Law, to negotiate the sale of these lands at a price equal to or greater than the appraised value with authorization to the Chairman of the Board of Regents to execute all documents necessary to consummate the sale.

The results of the negotiations will be reported for the record at a future meeting of the Board.

Sealed Bids on 24000 Acres in Hudspeth Cty.

6. U. T. El Paso - Frank B. Cotton Estate - Oil and Gas Leases FILE NO. 1000
Sold by Sealed Bids on 29 Tracts in Hudspeth County, Texas, on DOCUMENT
February 29, 1980: Information for the Record (Lease Nos. BOOKS
2501-2529). --In view of the fact that lease numbers had not been assigned when the Regents approved the sale of oil and gas leases on Frank B. Cotton Estate land in Hudspeth County, Texas, on February 29, 1980, the Secretary has taken the liberty of incorporating in this set of Minutes, the lease numbers that were assigned when the oil and gas leases were issued to the highest bidders (*Border* Border Exploration Company, Midland, Texas; Texaco, Inc., a Delaware Corporation, Midland, Texas; and Conoco, Inc., Midland, Texas). They are:

<u>Lease No.</u>	<u>Tract No.</u>	<u>Block</u>	<u>Acres</u>	<u>High Bidder</u>	<u>Amount</u>
2501	1	3	474.5	Border Exploration Company, Midland, Texas	\$19,544.66
2505	5	3	640	Conoco Inc., Midland	34,400.00
2506	7	3	640	Conoco Inc.	34,400.00
2507	9	3	640	Conoco Inc.	34,400.00
2508	19	3	640	Conoco Inc.	34,400.00
2509	21	3	640	Conoco Inc.	34,400.00
2510	23	3	640	Conoco Inc.	34,400.00
2502	27	3	640	Border Exploration Company	26,361.60
2511	29	3	640	Conoco Inc.	24,096.00
2512	33	3	640	Conoco Inc.	34,400.00
2513	35	3	640	Conoco Inc.	34,400.00
2514	37	3	640	Conoco Inc.	34,400.00
2515	39	3	640	Conoco Inc.	34,400.00
2516	41	3	640	Conoco Inc.	24,096.00
2517	43	3	640	Conoco Inc.	24,096.00
2518	45	3	640	Conoco Inc.	24,096.00
2519	47	3	640	Conoco Inc.	34,400.00
2520	49	3	640	Conoco Inc.	34,400.00
2521	55	3	640	Conoco Inc.	34,400.00
2527	57	3	640	Texaco Inc., a Delaware Corporation, Midland	35,201.15
2503	59	3	640	Border Exploration Company	26,361.60
2528	61	3	640	Texaco Inc., a Delaware Corporation	35,201.15
2522	63	3	640	Conoco Inc.	34,400.00
2529	69	3	640	Texaco Inc., a Delaware Corporation	35,201.15
2525	5	5	263.5	Conoco Inc.	12,634.83
2526	7	5	617	Conoco Inc.	29,585.15
2523	1	5	640	Conoco Inc.	30,688.00
2524	3	5	640	Conoco Inc.	3,688.00
2504	-	5	474.5	Border Exploration Company	19,544.66
			<u>17,829.5</u>		<u>\$878,995.95</u>

SEALED BIDS ON 24,000 ACRES IN HUDSPETH CTY.

7. U. T. El Paso - Frank B. Cotton Estate - Sealed Bid Sale of Oil and Gas Leases: Approval of Oil and Gas Leases to Highest Bidder (Border Exploration Company, Midland, Texas) on 10 Tracts Containing 6,400 Acres in Hudspeth and Culberson Counties (Lease Nos. 2530-2539); Rejection of 2 Bids on 2 Tracts Containing 1,280 Acres in Hudspeth County. --Vice Chancellor Boyd reported that out of 28 tracts offered in the sealed bid sale covering approximately 16,982.45 acres in Hudspeth and Culberson Counties, Texas, (Frank B. Cotton Estate, The University of Texas at El Paso) bids were received on 12 of the tracts. The bids were opened on October 21, 1980, and a tabulation thereof was distributed at the meeting.

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Without objection, the Land and Investment Committee:

a. Approved the sale of oil and gas leases as listed below to the highest bidder as indicated:

<u>Lease No.</u>	<u>Tract No.</u>	<u>Block</u>	<u>Acres</u>	<u>High Bidder</u>	<u>Amount</u>
HUDSPETH COUNTY					
2530	3	3	640	Border Exploration Company	\$ 76,160.00
2531	11	3	640	Border Exploration Company	76,160.00
2532	13	3	640	Border Exploration Company	76,160.00
2533	15	3	640	Border Exploration Company	84,480.00
2534	17	3	640	Border Exploration Company	73,600.00
CULBERSON COUNTY					
2535	15	2	640	Border Exploration Company	73,600.00
2536	21	2	640	Border Exploration Company	73,600.00
2537	23	2	640	Border Exploration Company	56,320.00
2538	27	2	640	Border Exploration Company	56,320.00
2539	29	2	640	Border Exploration Company	73,600.00
			<u>6,400</u>		<u>\$720,000.00</u>

	<u>Number of Tracts Purchased</u>	<u>Total Acres</u>	<u>Total Bonus</u>	<u>Per Acre Average Price</u>
Border Exploration Company	10	6,400	\$720,000	\$112.50

b. Rejected 2 bids as set forth below:

<u>Tract No.</u>	<u>Block</u>	<u>Acres</u>	<u>High Bidder</u>	<u>Amount</u>
HUDSPETH COUNTY				
25	3	640	Cities Service Company	\$ 6,566.40
31	3	640	Cities Service Company	6,566.40
		<u>1,280</u>		<u>\$13,132.80</u>

	<u>Number of Tracts Rejected</u>	<u>Total Acres</u>	<u>Total Bonus</u>	<u>Per Acre Average Price</u>
Cities Service Company	2	1,280	\$13,132.80	\$10.26

SEALED BIDS ON 825
24000 Acres in Hudspeth Cty.

8. U. T. El Paso - Frank B. Cotton Estate Approval of Request by Border Exploration Company for a Partial Assignment of Oil and Gas Leases Covering 2,229 Acres in Hudspeth County, Texas. --Without objection and upon recommendation of Vice Chancellor Boyd and Chancellor Walker, the request by Border Exploration Company for a partial assignment of oil and gas lease Nos. 2501, 2502, 2503 and 2504 covering 2,229 acres of Frank B. Cotton Estate land located in Hudspeth County, Texas, was approved. Below is a list of the companies to which assignments are being made and the percent of interest each will receive of the leases:

Kriti Exploration, Inc.	33.33333%
Elf Aquitaine, Inc.	25%
Sun Oil Company (Delaware)	16.66667%
Border Exploration Company	25%

It is understood that Border Exploration Company will continue to be the lease operator and will be responsible for carrying out the duties and responsibilities set out in the lease agreement.

9. University Cancer Center (M. D. Anderson) - Blanche Bender Fund: Oil and Gas Lease to Superior Oil Company on an Undivided 1/4 Interest in Approximately 239.2 Acres in Montgomery County, Texas. --Unanimous approval was given for an oil and gas lease to Superior Oil Company on an undivided 1/4th interest in approximately 239.2 acres being described as:

Being part of the Montgomery County School Lands Survey Number 2, Abstract 351, Montgomery County, Texas, held in the Blanche Bender Fund

Terms of the lease provide for 1/4th royalty, \$100 per acre bonus, \$5 per acre annual delay rental and a term of 5 years.

Title to 1/4th of the minerals is vested in M. D. Anderson Hospital and Tumor Institute of The University of Texas System Cancer Center by virtue of a deed from Mrs. Blanche Bender to M. D. Anderson. The remaining 3/4ths of the minerals is owned by the Bender heirs and is leased to Superior Oil Company.

10. University Cancer Center - Estate of Naomi L. Woods: Pipeline Easement and Temporary Construction Easement to Amoco Gas Company on a 2.616 Acre Tract, William Perkins Survey, Harris County, Texas. --Without objection and upon recommendation of Vice Chancellor Boyd and Chancellor Walker, a pipeline easement covering a strip of land 20 feet wide and 1,692 feet long and a temporary construction easement 30 feet wide paralleling the pipeline easement on a 2.616 acre tract in the William Perkins Survey located in the north part of Harris County, Texas, (Estate of Naomi L. Woods for the benefit of The University of Texas System Cancer Center) were granted to Amoco Gas Company for a total consideration of \$11,231.60.

II. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for Month of July 1980. --The Report of Securities Transactions for the month of July 1980 submitted by the Executive Director for Investments and Trusts was mailed to each Regent on September 24, 1980. No comments were received. The report is incorporated in the Minutes in the form submitted (Attachment No. 2 following Page HT-4).

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

Regent Fly, Vice-Chairman of the Board for Lease of University Lands, submitted the following report of the Board for Lease of University Lands:

Report

The 69th Public Auction of Oil and Gas Leases on University Lands was held on September 17, 1980, in Midland, Texas. 374 tracts of land, comprised of 130,243 acres, were sold at a record bonus of \$44,000,000 plus, \$26,000,000 higher than the previous record sale, for an average bonus of \$339 per acre.

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The Board for Lease plans its next sale sometime in February 1981.

COMMITTEE OF THE WHOLE
(Pages 159-176)

Chairman Williams filed with the Secretary the following report. All actions reflected in the report were taken in open session and adopted unanimously unless otherwise indicated:

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS PART ONE: AMENDMENT TO CHAPTER II, SECTION 2, SUBSECTION 2.6 (PRESIDENT EMERITUS). --The following proposed amendment to the Regents' Rules and Regulations, Part One, Chapter II, Section 2 was presented:

2.6 President Emeritus.
The authority to bestow the title of President Emeritus shall rest with the Board. The title is honorary in recognition of outstanding service as President of a component institution and carries no salary or other perquisites directly related to the title and the title shall only be bestowed on an individual who is fully retired.

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Following a detailed discussion, the proposed Subsection 2.6 was amended by deleting the period (.) at the close of the second sentence and adding after the word "retired" the following: "from the component institution. No person is authorized to use the title unless it has been bestowed by the Board."

Without objection, Section 2 of Chapter II of Part One of the Regents' Rules and Regulations was amended by adding the following new Subsection 2.6:

2.6 President Emeritus.
The authority to bestow the title of President Emeritus shall rest with the Board. The title is honorary in recognition of outstanding service as President of a

component institution and carries no salary or other perquisites directly related to the title and the title shall only be bestowed on an individual who is fully retired from the component institution. No person is authorized to use the title unless it has been bestowed by the Board.

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS. PART ONE: AMENDMENT TO CHAPTER III, SUBSECTION 6.(13) (CONCERNING REDUCTION OF ACADEMIC POSITIONS OR ACADEMIC PROGRAMS DUE TO FINANCIAL EXIGENCY). -- Without objection, Part One of the Regents' Rules and Regulations was amended by adding the following new Subsection 6.(13) to Section 6 of Chapter III:

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- 6.(13) The chief administrative officer of a component institution has the responsibility for determining when it shall be necessary to reduce academic positions, the titles of which are given in Subsection 1.8 of this Chapter, or academic programs or both, subject to approval by the Chancellor of The University of Texas System. When such reductions are necessary as a result of financial exigency, the procedure for the selection and notification of those academic positions that are to be terminated shall be governed by this Section, and neither the procedures specified in Subsection 6.3 of this Chapter nor the notice requirements of Subsections 6.23, 6.8, and 6.9 of this Chapter shall be applicable.
 - 6.(13)1 Upon determining the existence of a financial exigency and the need to reduce academic positions or academic programs, or both, the chief administrative officer shall appoint a committee composed of faculty and administrative personnel to make recommendations to the chief administrative officer as to which academic positions and/or academic programs should be eliminated as a result of the financial exigency.
 - 6.(13)2 The committee will review and assess the academic programs of the institution and identify those academic positions that may be eliminated with minimum effect upon the degree programs that should be continued. The review will include, but not be limited to, an examination of the course offerings, degree programs, supporting degree programs, teaching specialties, and semester credit hour production.
 - 6.(13)3 Upon determining that one or more academic positions in a degree program or teaching specialty should be eliminated, the committee will recommend the particular position or positions to be terminated by reviewing the academic qualifications and talents of holders of all academic positions in those degree programs or teaching specialties, the needs of the program they serve, past academic performance, and the potential for future contributions to the development of the institution. Tenure status

of a faculty member shall not be a consideration in the determination of whether a particular position should be eliminated except as permitted in Subsection 6.(13)4.

- 6.(13)4 If, in the opinion of the committee, two or more faculty members are equally qualified and capable of performing a particular teaching role, the faculty member or members having tenure shall be given preference over nontenured faculty. However, if such faculty have the same tenure status, consideration will be given to the need of the institution for capabilities for teaching in multiple disciplines, and the faculty member or members qualified by training and experience to teach in more than one discipline or area of specialization will be given preference over a faculty member or members qualified to teach in only one discipline or area of specialization. In other instances, length of service as a member of the faculty at the institution shall be the determining factor.
- 6.(13)5 Upon completion of its review, the committee shall promptly recommend to the chief administrative officer those persons who may be terminated, ranked in order of priority, with the reasons for their selection. The chief administrative officer shall, with such consultation with institutional administrative officers as he or she may deem appropriate, determine which academic positions are to be terminated because of the financial exigency and shall give the holders of these positions written notice of the decision.
- 6.(13)6 Any person terminated due to financial exigency will be notified when a vacancy occurs in the same component institution in his or her field of teaching within the next two (2) academic years following the termination. If such person makes timely application and is qualified for the position to be filled, he or she shall be offered employment in that position. If the vacancy is in a field of teaching in which two or more persons have been terminated because of financial exigency, all will be notified of the vacancy and of those so notified and making timely application, employment will be offered to the person who is the better qualified for the position to be filled.
- 6.(13)7 The chief administrative officer shall appoint a hearing committee to hear any appeals for reconsideration of termination decisions based upon financial exigency. Within thirty (30) days from the date of the notice of termination, a person shall have the right to appeal to the hearing committee for reconsideration of the termination decision. The appeal for reconsideration shall be in writing and addressed to the chief administrative officer of the institution. A person to be

terminated who appeals to the hearing committee shall be given a reasonably adequate written statement of the basis for the initial decision to reduce academic positions and, upon request of the person, shall be given any written data or information relied upon in arriving at such decision.

6.(13)8 The hearing committee shall set the date, time, and place for hearing the appeal for reconsideration. Such hearing shall be held within thirty (30) days of the date of the written request unless the person to be terminated waives such time requirement; however, such hearing shall be held within ninety (90) days from the date of the request. The hearing committee shall conduct the hearing in accordance with the following conditions and procedures.

6.(13)81 The hearing will be closed to the public unless requested to be open by the appealing person.

6.(13)82 The appealing person may be represented by legal counsel at his or her expense.

6.(13)83 The appealing person and the institution may offer any written evidence or oral testimony that is material to the issues.

6.(13)84 The burden shall be upon the appealing person to show by a preponderance of the credible evidence that:

- (a) financial exigency was not in fact the reason for the initial decision to reduce academic positions; or
- (b) the decision to terminate the appealing person as compared to another individual in the same discipline or teaching specialty was arbitrary and unreasonable.

No other issues shall be heard or considered by the hearing committee.

6.(13)9 The hearing committee shall make written findings of fact and recommendations to the chief administrative officer as soon as practical following the hearing. The chief administrative officer shall have the final decision to either accept or reject the recommendation of the hearing committee.

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS
 PART ONE: AMENDMENT TO CHAPTER VII, SECTIONS 2, 3,
 4, 5, 6, and 7, (PRIVATE-FUND DEVELOPMENT AND FOUNDA-
 TIONS). -- Approval was given to amend the Regents' Rules and
 Regulations, Part One, Chapter VII

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a. By adding Subsection 2.7 to Section 2 as follows:

2.7 Under the provisions of Section 4 of this Chapter a component institution development board may, but need not, have an associated internal foundation.

b. By adding a new section 3 as follows:

Sec. 3. The Advisory Councils of a Component Institution.

3.1 Establishment and Organization:

3.11 With the approval of the Chief Administrative Officer of a component institution, the Chancellor, and the Board of Regents, any school, college, or other comparable teaching or research unit may have an advisory council dedicated to its own unique interests. Such an advisory council is responsible through the dean or director to the chief administrative officer of the component and through him to the component institution development board for all private funds developed for that school, college, or comparable unit. Each advisory council shall determine its development needs and shall direct the formulation of plans and the promotion of support for its programs.

3.12 An advisory council shall consist of not more than twenty-five members recommended by the dean or director of the school, college, or other approved unit and appointed by the chief administrative officer of the component institution with prior specific written approval of the Chancellor and the Board of Regents. Initial appointments to any advisory council shall draw lots providing for one-third of the total membership to serve for one, two, or three-year terms. All terms following the initial appointment of the board will be for a three-year term. All terms shall officially begin on September 1.

3.13 An advisory council may elect a chairman and other such officers as are appropriate from among its membership. The dean or director, and the chief administrative officer of the component institution, or his delegate shall be ex-officio members with voting privileges.

3.2 Duties and Responsibilities:

- 3.21 An advisory council shall seek to enlist the aid of numerous friends of the school, college, or comparable unit in fund-development efforts, and may establish such committees and other groups as seem desirable in carrying out its programs.
- 3.22 An advisory council shall recommend through the dean or director or the component chief administrative officer to the development board the consideration of current and long-range programs which shall secure private funds for the unit.
- 3.23 A component institution advisory council shall have responsibility within that school, college or comparable unit:
- 3.231 for studying and developing private fund needs;
 - 3.232 for coordinating and formulating plans and actively promoting support for both current and long-range programs to meet the developmental needs;
 - 3.233 for periodic reports of progress to the chief administrative officer of the component institution and the development board on the plans and programs of the advisory council; and
 - 3.234 for establishing a continuing program of collection and dissemination of information regarding gifts and endowments.
- 3.24 At periodic intervals, the dean or director shall lay before his advisory council descriptions of current development needs.
- 3.25 The work of all advisory councils shall be considered a part of the work of component institution development boards.

3.3 Under the provisions of Section 4 of this Chapter, an advisory council may, but need not, have an associated internal foundation.

c. By renumbering Section 3 as Section 4 and amending it to read as follows:

Sec. 4. Internal Foundations.

- 4.1 Definition.--As used in this Chapter, the term "internal foundation" means a foundation created by resolution of the Board of Regents of The University of Texas System as set forth in Subsection 4.31. The term does not include any entity that is incorporated under the laws of Texas or any other state and does not include any entity created by testamentary or

inter vivos trusts. An internal foundation is an accounting and administrative mechanism in the name of which development boards and advisory councils may approach prospective donors. Internal foundations are under the jurisdiction and control of the Board of Regents and are governed by rules, regulations, policies and procedures promulgated by the Board.

4.2 Policies on Initiation and Operation.

4.21 An internal foundation may be established to benefit a component institution, or a school, college or other comparable teaching or research unit within a component institution upon the recommendation of a development board or an advisory council, after approval of the chief administrative officer of the component institution, the Chancellor, and the Board of Regents.

4.22 Divisions and departments below the level of a school, college, or other comparable teaching or research unit may effectively work as separate groups within the framework of the advisory council and internal foundation which represents a school or college or comparable teaching or research unit. Provisions for the designation of special funds to be used for specific activities within the framework of the various internal foundations and advisory councils will be made in order to avoid stifling the interest and initiative of these groups.

4.23 There shall be an annual review of the activities of each internal foundation to determine its effectiveness; and, if it is unproductive for an unreasonable length of time, it shall be dissolved.

4.24 Every effort shall be made to permit a free range of initiative within the internal foundations, and their associated development boards and advisory councils, but activities must be in conformity with policies of the Board of Regents so as to permit maximum overall achievements in fund raising throughout the System.

4.25 All internal foundation funds shall be appropriately accounted for in University endowment and restricted fund accounts. As in the case of other University funds, authorization for expenditure of all funds in internal foundation accounts is vested in the Board of Regents. Except for those funds to be spent in accordance with the terms of Regental acceptance, authorization for expenditure normally will be obtained during the annual institutional budget approval process.

4.3 Establishment.

- *4.31 Standard Resolution. From and after October 24, 1980, the Board of Regents of The University of Texas System adopts the following standard resolution form with regard to the establishment and operation of internal foundations:

RESOLUTION OF THE BOARD OF REGENTS
OF THE UNIVERSITY OF TEXAS SYSTEM

WHEREAS, there exists a clear and specific need for means to finance the program of ((name of school, college, or other component unit)) of The University of Texas ((name of component)), in addition to the regular budgetary provisions, and

WHEREAS, it is the desire of interested persons to set up the facilities to encourage and assist in such financing,

IT IS NOW RESOLVED, that the Board of Regents of The University of Texas System hereby establishes, the ((name)) Foundation of the ((name of school, college, or other component unit)) of The University of Texas ((name of component)).

AND FURTHER, that the purpose of the said Foundation shall be to foster the understanding and development of the programs of the ((name of school, college, or other component unit)) at The University of Texas ((name of component)), and to encourage the making of gifts to the Foundation by deed, grant, will or otherwise for any purpose appropriate to the work of the Foundation.

1. The funds of the Foundation shall be devoted solely to the enrichment of the academic programs of the ((name of school, college, or other component unit)) of The University of Texas ((name of component)) and shall not be used for the ordinary operating expenses of the ((name of school, college, or other component unit)).

*2. A donation to the Foundation may be made for a specific purpose and may be given in the name of the donor or other designation specified by the donor or may be given as unrestricted funds.

3. The Board of Regents shall hold, manage, control, sell, exchange, lease, convey, mortgage or otherwise encumber, invest or reinvest, and generally shall have power to dispose of in any manner and for any consideration and on any terms the said gifts, funds, or property in their discretion and shall from time to time pay out of the income, or if the income be insufficient, out of the principal, all expenses of trust and all expenditures incurred in furthering the purposes of the trust.

4. Neither any donation to the ((name)) Foundation nor any fund or property arising therefrom in whatever form it may take shall ever be any part of the Permanent University Fund nor shall the Legislature have power or be in any way authorized to change the purposes thereof or to divert such donation, fund or property from those designated purposes.

5. As in the case of other University funds, authorization for expenditure of all funds from the Foundation shall be vested in the Board of Regents and recommendations for such expenditures shall be made by the ((appropriate title of chief administrative officer)) to the Chancellor and by the Chancellor to the Board of Regents of The University of Texas System.

*Editorial changes in Subsection 4.31 and in Paragraph 2 of the Resolution were submitted by Regent Blumberg.

4.32 Upon Regental approval of the standard resolution creating an internal foundation, the name of the foundation will be added to the list contained in Section 4.33 of this Chapter. The Secretary to the Board of Regents shall prepare a copy of the standard resolution in appropriate form for the Chairman's signature and shall distribute a copy to the Chancellor and to the chief administrative officer of the component institution involved.

4.33 The following internal foundations are approved:

Foundation	Date Established
The University of Texas at Austin	
John Charles Townes Foundation (School of Law)	6/27/42
Pharmaceutical Foundation of the College of Pharmacy	12/9-10/52
Fine Arts Foundation of the College of Fine Arts	12/1/50
Architectural Foundation of the School of Architecture	5/30/52
Genetics Foundation of the Zoology Department	3/28/52
College of Business Administration Foundation	5/29/53
The Psychological Research Foundation	5/29/53
Geology Foundation of the Depart- ment of Geology	10/24/53
Engineering Foundation of the College of Engineering	3/11/55
College of Education Foundation ¹	12/12/76
Social Work Foundation of the School of Social Work	10/1/66
Communication Foundation of the School of Communication ²	1/31/69
Graduate School Foundation	3/26/76

¹Formerly Teacher Education Foundation - 9/22/56

²Formerly the Journalism Foundation of the School of Journalism
established 1/10/59

Graduate School of Library Science Foundation	6/20/69
College of Liberal Arts Foundation	7/11/80
College of Natural Sciences Foundation	7/11/80
The University of Texas System Cancer Center	
University Cancer Foundation	10/15/55
The University of Texas at Arlington Foundation	1/28/67
The University of Texas Medical Branch at Galveston Foundation	5/6/67
The University of Texas at El Paso Foundation	7/29/67

d. By adding three new Sections to be numbered 5, 6, and 7 to read as follows:

Sec. 5. Trust Foundations.

If accepted by the Board, foundations created by testamentary or inter vivos trust instruments are administered by the Board of Regents, the Chancellor, and the appropriate component chief administrative officer through the Office of Investments and Trusts in accordance with the terms of the instrument creating the foundation. Foundations in this category are internal in the sense that they are controlled by the Board of Regents as trustee and the assets are carried in University accounts. The following trust foundations are presently being administered:

Trust Foundation	Date Accepted
Hogg Foundation for Mental Health	7/16/39
Winedale Stagecoach Inn Fund*	3/25/65
Robertson Poth Foundation	12/31/67

Sec. 6. Internal Corporations.

6.1 Definition.-- As used in this Chapter, the term "internal corporation" means a nonprofit corporation chartered under the laws of the State of Texas:

- (1) under the Charter of which, the Board of Regents;
 - (a) acts as the Board of Directors or has the authority to appoint (or to approve or reject the appointment of) the Board of Directors; and

*Although this trust does not contain the word "foundation" in its name it is similar in all respects to the other trusts in this category.

- (b) has the authority to approve amendments to the charter and bylaws; and
 (2) the funds of which are deposited and accounted for in appropriate University accounts.

6.2 An internal corporation is managed pursuant to its charter and bylaws and in accordance with the Regents' Rules and Regulations.

6.3 The following internal corporations are presently authorized:

Internal Corporations	Date Chartered
Houston Health Science Center Foundation, Inc.	4/27/70
The Aerospace Heritage Foundation, Inc.	9/7/78
Ima Hogg Foundation, Inc.	6/26/64
The University of Texas System Medical Foundation, Inc.	10/5/73

Sec. 7. External Nonprofit Corporations.

The Board of Regents recognizes that there are legally incorporated nonprofit organizations (most having the word "foundation" in their charter) whose sole purpose is to benefit The University of Texas System, its component institutions, or teaching, research, and other activities within those component institutions. These organizations are administered by boards of directors independent from the control and supervision of the Board of Regents. Accordingly, as is the case with other external organizations, no component institution, or department or school of a component institution, may accept or receive gifts or bequests from any such external organization until such gifts or bequests have been accepted and approved by the Board of Regents.

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART ONE: AMENDMENTS TO CHAPTER VIII, SECTION 1 (NAMING OF BUILDINGS AND OTHER FACILITIES). --Without objection, Chapter VIII of Part One of the Regents' Rules and Regulations was amended by deleting Section 1 and inserting in lieu thereof the following:

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 REMARKS

Sec. 1 Naming of Buildings and Other Facilities.

1.1 Naming of Buildings.--Buildings of the System and its component institutions shall not be named in honor of any person until such person shall have been deceased at least five years. Recommendation to the Board of Regents regarding naming of buildings by the Chancellor and institutional head shall be accompanied by reasons including appropriate input from the institutional faculty; provided, however, that the Board

may act without receiving such recommendation when unusual circumstances justify such action and particularly when a substantial donation has been made toward the construction of the building to be named.

1.2 Naming of Facilities Other than Buildings.--Facilities other than buildings (e.g. laboratories, classrooms, seminar rooms, auditoria, concert halls, clinics, and patient rooms) may be named to memorialize and otherwise recognize substantial and significant donors, individuals designated by donors, or individuals who have made other significant contributions to the institution. Recommendations by the Chancellor and institutional head regarding the naming of such facilities shall be submitted to the Board of Regents for approval.

1.3 Naming of Facilities as Part of Special Private-Fund Development Campaigns.--When the naming of facilities other than buildings is contemplated as part of a special private-fund development campaign, that campaign shall have prior approval of the Chancellor and the Board as required in Part One, Chapter VII, Subsection 2.44 of the Regents' Rules and Regulations. Recommendations by the Chancellor and institutional head regarding the naming of each facility included in a fund development campaign shall subsequently be submitted to the Board of Regents for approval.

OUTSIDE EMPLOYMENT

U. T. AUSTIN: AUTHORIZATION FOR DEAN ELSPETH ROSTOW, LYNDON B. JOHNSON SCHOOL OF PUBLIC AFFAIRS, TO SERVE AS A MEMBER OF THE ADVISORY COMMITTEE ON TRADE NEGOTIATIONS [REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTIONS 13.(10) and 13.(11)].--Upon the recommendation of President Flawn and Chancellor Walker, permission was granted for Dr. Elspeth Rostow, Dean of the Lyndon B. Johnson School of Public Affairs at The University of Texas at Austin, to serve a two-year term as a member of the Advisory Committee on Trade Negotiations. Dean Rostow will receive no compensation for the services she performs.

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This appointment is of benefit and creates no conflict with Dean Rostow's position with the Lyndon B. Johnson School of Public Affairs. It is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Civil Statutes and Sections 13.(10) and 13.(11), Chapter III, Part One of the Regents' Rules and Regulations.

PATENTS and Patent Policies

U. T. AUSTIN: APPROVAL OF AGREEMENT WITH MARINE RESOURCES COMPANY, AUSTIN, TEXAS (ASSIGNMENT OF RIGHTS UNDER PATENT POLICY).--Without objection and upon the recommendation of President Flawn and Chancellor Walker, approval was given to an agreement between The University of Texas at Austin and Marine Resources Company, Austin, Texas, wherein U. T. Austin will transfer its rights in an invention entitled "Mineral Accretion of Large Surface Structures, Building Components and Elements" to a company owned by Associate Professor Wolf Hilbertz, a faculty member now on leave of absence, for \$45,000. A \$10,000 payment will be made immediately and the balance will be paid in four annual installments with interest at a rate of 13% per annum.

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vacation of

U. T. AUSTIN - BALCONES RESEARCH CENTER: APPROVAL TO VACATE PORTION OF J. O. HAMILTON ESTATE SUBDIVISION AS IT APPLIES TO .889 ACRE TRACT, LOT 5, LOCATED ON OLD 183 BEING PURCHASED BY JOHN B. MEADOWS. -- Unanimous approval was given to the request by Mr. John B. Meadows to vacate portion of J. O. Hamilton Estate Subdivision as it applies to .889 acre tract, Lot 5, located on Old 183. This .889 acre tract is about 3/4 of a mile from The University of Texas at Austin Balcones Research Center property which is described as Lots 14 and 15 in the J. O. Hamilton Estate Subdivision and located north of 183 along the east side of the tracks of the Missouri Pacific Railroad.

Property at 3800 Lake Austin Blvd

U. T. AUSTIN: AUTHORIZATION TO LEASE TO MR. CRAIG GATEWOOD AND MR. STAN BOMAR PROPERTY LOCATED AT 3800 LAKE AUSTIN BOULEVARD. -- Chancellor Walker recommended that approval be given to enter into a lease agreement with Mr. Craig Gatewood and Mr. Stan Bomar for the facility and land located at 3800 Lake Austin Boulevard as described on Page 172 under the following conditions. Chancellor Walker noted that he had changed condition 2 by adding after rental rates "at the beginning of each exercised lease extension option in an amount equal to the first term rate, plus an amount equal to the percentage change increase in the Consumer Price Index which has occurred between the effective date of the lease agreement and the effective date of the extension.":

1. That the Lessee would effect substantial improvements to the existing facility and pay a substantially higher rental rate than is now received.
2. Terms of the lease to be for an initial period of five years at \$700.00 per month with a five-year and three-year continuing option, and provision for increased rental rates at the beginning of each exercised lease extension option in an amount equal to the first term rate, plus an amount equal to the percentage change increase in the Consumer Price Index which has occurred between the effective date of the lease agreement and the effective date of the extension.
3. That all improvements, modifications and site work, including the addition of a parking lot as required by City of Austin codes, to have prior approval of the Chancellor of The University of Texas System.
4. To maintain the property at all times to the satisfaction of the University.
5. To assume full liability for all activities on the property.
6. To assume all costs related to the use, occupancy or surrender of this property including zoning changes required by such use. Any requests for zoning changes to have approval of the Chancellor prior to submission to the City or other applicable governing body.

During a brief discussion, Regent Newton suggested, and it appeared to be the consensus, that every lease with an extension option should include a similar clause relating to rental rates as specified in condition 2.

Without objection, approval was given to the lease as proposed.

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Starting from an iron pin at the Southwest corner of a
rock building at 3800 Lake Austin Blvd.

Then N 1° 54' W for 71.09 feet

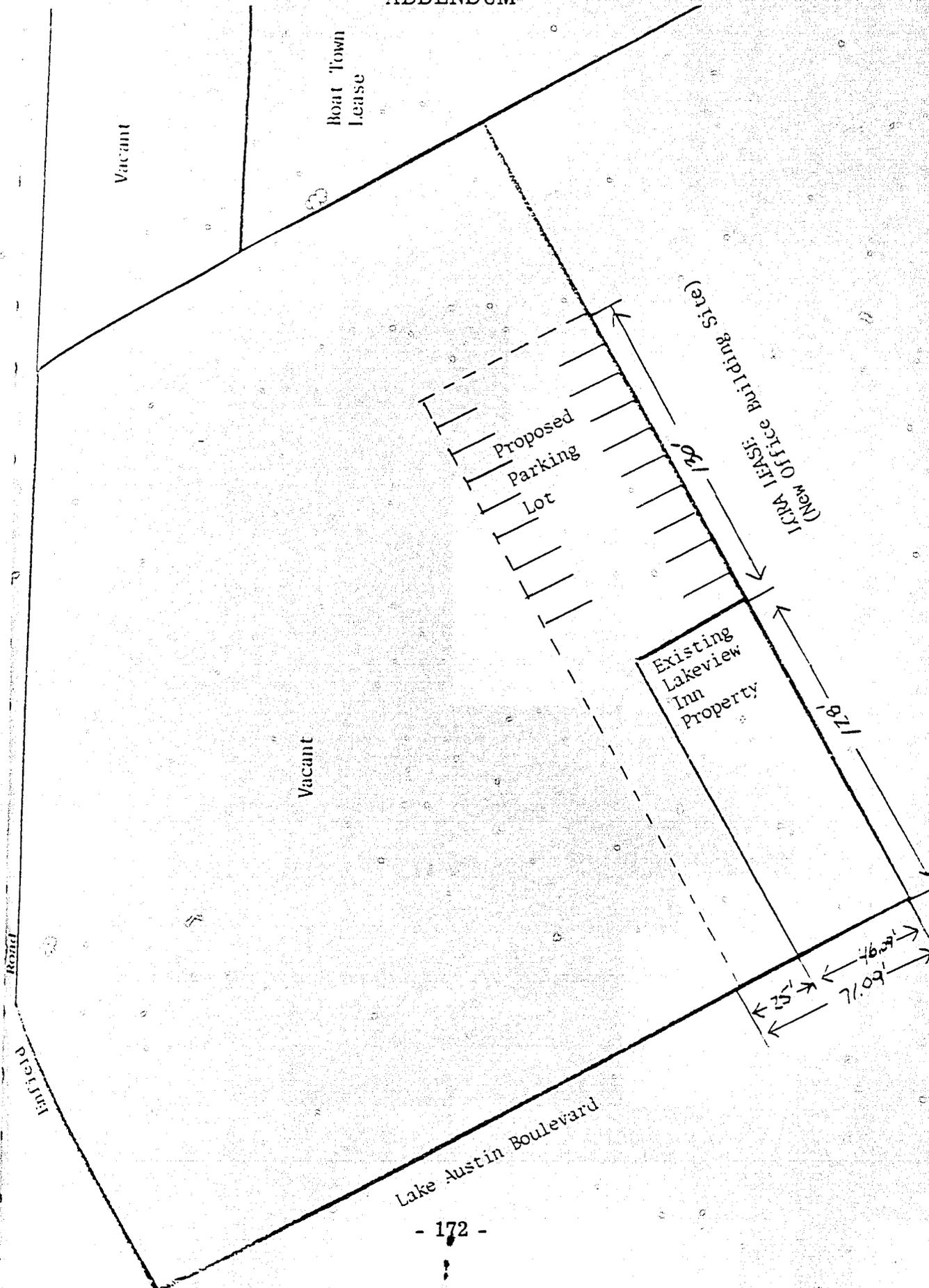
Then N 273° 16' E for 258.00 feet

Then S 359° 06' E for 71.09 feet

Then S 87° 44' W for 258.00 feet

to the point of beginning.

ADDENDUM



Institute for Fusion Studies

U. T. AUSTIN: RATIFICATION OF ESTABLISHMENT OF THE INSTITUTE FOR FUSION STUDIES AND ACCEPTANCE OF GRANT FROM THE DEPARTMENT OF ENERGY. -- In January 1980, The University of Texas at Austin submitted a proposal to the Department of Energy for U. T. Austin to become the location for the Institute for Fusion Studies, and the Department consequently awarded a \$5, 000, 000 matching grant for creation of the Institute. Upon the recommendation of President Flawn and Chancellor Walker, the Board ratified the (1) establishment of the Institute for Fusion Studies at U. T. Austin and (2) acceptance of a \$5, 000, 000 grant over a five year period (1980-85) from the Department of Energy with the understanding that the University will contribute a comparable amount in direct appropriations and/or "in kind commitments" during the same period.

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Chairman Williams commended the people who prepared the grant proposal, and on behalf of the Board expressed delight that U. T. Austin received this grant.

GALVESTON MEDICAL BRANCH: AUTHORIZATION TO ACCEPT PLEDGE FROM THE SEALY & SMITH FOUNDATION FOR THE PURCHASE AND INSTALLATION OF A TOTAL BODY SCANNER. -- Upon the recommendation of President Levin and Chancellor Walker and without objection, approval was given to accept a pledge of \$1, 000, 000 from The Sealy & Smith Foundation for The John Sealy Hospital for the purchase and installation of a General Electric 8800 total body scanner in the Department of Radiology at The University of Texas Medical Branch at Galveston. It was noted that this pledge will be paid in about six to eight months.

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HOUSTON HEALTH SCIENCE CENTER AND UNIVERSITY CANCER CENTER - PRUDENTIAL BUILDING: APPROVAL TO NAME FACILITY AND APPROVAL OF INSCRIPTION FOR PLAQUE. -- After a detailed discussion as to the name of the Prudential Building, a facility that is jointly used by The University of Texas Health Science Center at Houston and The University of Texas System Cancer Center, approval was given to name the building:

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The University of Texas
Houston - Main Building

and to the following inscription for the plaque to be placed on the building:

THE UNIVERSITY OF TEXAS
HOUSTON - MAIN BUILDING

1980

BOARD OF REGENTS

Dan C. Williams, Chairman
Thos. H. Law, Vice-Chairman
Jane Weinert Blumberg
(Mrs. Roland K.)
Sterling H. Fly, Jr., M.D.
Jess Hay
Jon P. Newton
James L. Powell
Howard N. Richards
Walter G. Sterling

E. D. Walker
Chancellor, The University
of Texas System
Roger J. Bulger, M.D.
President, The University
of Texas Health Science
Center at Houston
Charles A. LeMaistre, M.D.
President, The University
of Texas System Cancer Center

Waivers

UNIVERSITY CANCER CENTER: EXCEPTION TO REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTION 1.87 TO ALLOW APPOINTMENT OF DR. R. LEE CLARK AS UNIVERSITY OF TEXAS SYSTEM PROFESSOR OF SURGERY AND ONCOLOGY EFFECTIVE NOVEMBER 1, 1980.-- Upon the recommendation of President LeMaistre and Chancellor Walker, an exception was made to the Regents' Rules and Regulations, Part One, Chapter III, Section 1.87, and approval was given to appoint Dr. R. Lee Clark University of Texas System Professor of Surgery and Oncology in the Departments of Surgery and Oncology at The University of Texas System Cancer Center effective November 1, 1980.

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OUTSIDE Employment

UNIVERSITY CANCER CENTER: APPROVAL FOR MR. GORMAN RASMUSSEN TO SERVE ON THE AREA HEALTH COMMISSION OF THE HOUSTON-GALVESTON AREA COUNCIL HEALTH SYSTEMS AGENCY [REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTIONS 13.(10) and 13.(11)].-- Without objection, permission was granted for Mr. Gorman Rasmussen, Director of Medical Social Services at The University of Texas System Cancer Center, to serve on the Area Health Commission of the Houston-Galveston Area Council Health Systems Agency. Mr. Rasmussen's term will expire in May 1981 and he will only receive reimbursement for travel expenses to meetings of the Commission.

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This appointment is of benefit and creates no conflict with Mr. Rasmussen's regular duties at the University Cancer Center. It is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Civil Statutes and Sections 13.(10) and 13.(11), Chapter III, Part One of the Regents' Rules and Regulations.

OUTSIDE Employment

UNIVERSITY CANCER CENTER: AUTHORIZATION FOR MR. R. E. POST, JR., TO SERVE AS A MEMBER OF THE STATE BOARD OF PHARMACY [REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTIONS 13.(10) and 13.(11)].-- Upon the recommendation of President LeMaistre and Chancellor Walker, permission was given for Mr. R. E. Post, Jr., a member of the hospital pharmacy staff at The University of Texas System Cancer Center, to serve as a member of the State Board of Pharmacy for a term expiring on June 14, 1981. Mr. Post will receive reimbursement for his travel expenses to attend meetings and a \$75.00 per day honorarium for each day of the meeting.

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REMARKS

This appointment is of benefit and creates no conflict with Mr. Post's regular duties at the University Cancer Center. It is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Civil Statutes and Sections 13.(10) and 13.(11), Chapter III, Part One of the Regents' Rules and Regulations.

UNIVERSITY CANCER CENTER: ESTABLISHMENT OF 40th ANNIVERSARY CONFERENCE AND APPROVAL OF APPROPRIATION FROM PHYSICIANS REFERRAL SERVICE FUNDS.-- Since The University of Texas System Cancer Center will celebrate its 40th anniversary during the 1981 calendar year, President LeMaistre and Chancellor Walker recommended that approval be given to establish the 40th Anniversary Conference at the University Cancer Center and to appropriate \$150,000 from Physicians Referral Service funds to pay the costs of the conference. Without objection, these recommendations were approved.

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DEVELOPMENT MATTERS

U. T. AUSTIN - COLLEGE OF LIBERAL ARTS FOUNDATION AND COLLEGE OF NATURAL SCIENCES FOUNDATION ADVISORY COUNCILS: MEMBERSHIP.--The Administration reported that the acceptances of the nominees approved at the July 11, 1980 meeting for membership on the College of Liberal Arts Foundation Advisory Council and the College of Natural Sciences Foundation Advisory Council at The University of Texas at Austin had been received. The complete membership of each advisory council is herewith reported for the record.

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College of Liberal Arts Foundation Advisory Council.
--Authorized Membership 36:

	<u>Term Expires</u>
Mr. Thomas D. Anderson, Houston	1983
Mr. R. Gordon Appleman, Fort Worth	1983
Mrs. Robert B. Brinkerhoff, Houston	1981
Mrs. John S. Cargile, San Angelo	1983
Mr. Kenneth D. Carr, Austin	1983
Mrs. Amon G. Carter, Jr., Fort Worth	1983
Mrs. Trammell Crow, Dallas	1981
Mr. Donald C. Duncan, Burnet	1982
Frank Hadlock, M.D., Houston	1981
Mr. Hall S. Hammond, San Antonio	1981
The Honorable Harry Lee Hudspeth, El Paso	1981
Mr. Wilson S. Jaeggli, Dallas	1982
Mr. Lenoir Moody Josey II, Houston	1982
Mr. Barron U. Kidd, Dallas	1982
Mrs. Radcliffe Killam, Laredo	1981
Miss Nancy E. Lake, Tyler	1983
Mr. Lowell H. Lebermann, Jr., Austin	1982
Mrs. Wales H. Madden, Jr., Amarillo	1983
Mrs. E. Clyde Parker, Kerrville	1982
Mrs. William D. Seybold, Houston	1981
Mrs. William H. Snyder III, Dallas	1982
Mr. Sterling W. Steves, Fort Worth	1983
Mr. Robert F. Strange, Brenham	1981
Mrs. Theodore H. Strauss, Dallas	1983
Mrs. Roger C. Sullivan, Dallas	1982
Mrs. Larry E. Temple, Austin	1983
Darrell Willerson, Jr., M.D., San Antonio	1982
Mrs. James C. Wynne, Jr., Tyler	1983
Unfilled Term	1981
Unfilled Term	1982
6 Unfilled Terms (Terms to be determined as filled)	

College of Natural Sciences Foundation Advisory Council.
--Authorized Membership 24:

	<u>Term Expires</u>
Dr. Roland K. Blumberg (Ph.D.), Seguin	1982
Dr. Malcolm Brachman (Ph.D.), Dallas	1981
Mrs. S. Spencer N. Brown, Waco	1981
Mr. James D. Dannenbaum, Houston	1983
Mr. Walter B. Dossett, Jr., Waco	1981

Mr. Ben L. Head, Austin	1981
Mr. Ralph T. Hull, Houston	1981
Mr. Saine P. Kerr, Houston	1982
Mr. Alfred King, Austin	1982
Mr. Richard M. Lucas, Berclair	1982
Dr. H. D. Medley (Ph.D.), New York, New York	1982
Mr. Rom Rhome, Houston	1983
Mr. W. F. Roden, Kerrville	1983
Dr. Gordon K. Teal (Ph.D.), Dallas	1981
Mr. James M. Vaughan, Jr., Houston	1983
Unfilled Term	1982
Unfilled Term	1983
Unfilled Term	1983
6 Unfilled Terms (Terms to be determined as filled)	

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION

Following the report of the meeting of the Committee of the Whole in Open Session, Chairman Williams stated that items pursuant to Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes were discussed in the Executive Session of the Committee of the Whole and inquired if any of the Regents wished to take action. None responded.

ADJOURNMENT.--There being no further business, the meeting was adjourned at 12:00 p. m.

Betty Anne Thedford

October 29, 1980