

OMISSION

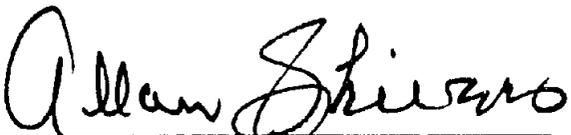
Pages 892 - 1433

A. Ruth Baker

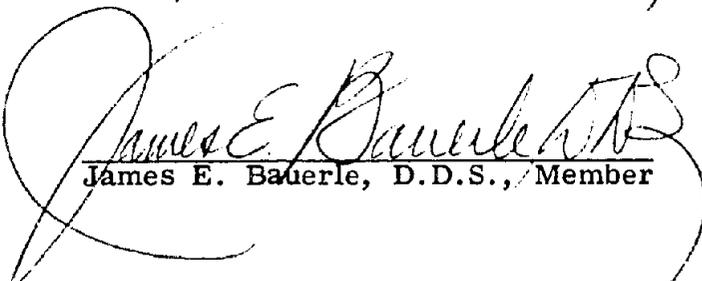
SIGNATURE OF OPERATOR

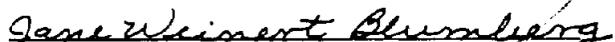
We, the undersigned members of the Board of Regents of The University of Texas System, hereby ratify and approve all actions taken at this meeting (November 11, 1977) to be reflected in the Minutes.

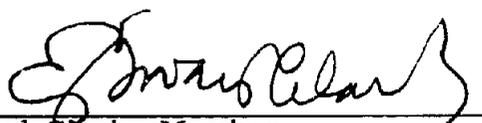
Signed this the 11th day of November, A.D. 1977.

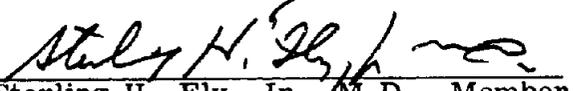

Allan Shivers, Chairman


Dan C. Williams, Vice-Chairman

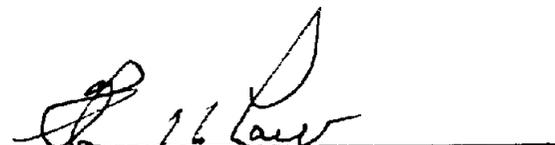

James E. Bauerle, D.D.S., Member


Mrs. Roland K. Blumberg, Member


Edward Clark, Member


Sterling H. Fly, Jr., M.D., Member


Jess Hay, Member


Thos. H. Law, Member


Walter G. Sterling, Member

Meeting No. 749
THE MINUTES OF THE BOARD OF REGENTS
OF
THE UNIVERSITY OF TEXAS SYSTEM

PART ONE

Pages 1 - 135
and
Attachment No. 1 through Page A-126

November 10-11, 1977

Tyler, Texas

MEETING NO. 749

THURSDAY, NOVEMBER 10, 1977.--Vice-Chairman Williams called the meeting to order; the other Regents present were: Bauerle, Blumberg, Clark, Fly, Hay, Law and Sterling. Vice-Chairman Williams read the following resolution that was adopted at the Regents' meeting on September 16, 1977:

RESOLVED, That a meeting of the Buildings and Grounds Committee be held on the day preceding each meeting of the Board of Regents:

- a) for the purpose of affording more time and a better environment for in-depth consideration of all proposed items of construction, rehabilitation, remodeling and other capital expenditures, and
- b) with a view to providing the Regents with sufficient data to evaluate each proposal in terms:
 - i) of the related context of each proposal (i. e., how does it fit into the existing master plan of the proposing institution, what is its impact on that institution, what is its impact on that institution's total investment in plant and facilities, how does the resulting whole relate to established norms, etc. ?);
 - ii) of specific need and possible alternative solutions to that need;
 - iii) of cost, unit and total, relative to costs of similar solutions to the addressed need, whatever that might be;
 - iv) of priority, related to alternative claims on the System's resources;
 - v) of priority, related to other needs of the proposing institution; and
 - vi) of source of funding and the impact, if any, of the proposal's approval on the System's or the institution's debt capacity and/or its resources available for our mandated pursuit of 'academic excellence';

FURTHER RESOLVED, That attendance by Regents at such meetings of the Buildings and Grounds Committee shall be voluntary and not mandatory, it being understood that any formal action related to any proposed construction, rehabilitation, remodeling or other capital expenditure shall be taken, in the future as in the past, by the full Board and not by the Buildings and Grounds Committee.

In compliance therewith and for that purpose, Vice-Chairman Williams announced that the Board would recess for the Buildings and Grounds Committee meeting and would reconvene as a Board at 9:00 a. m. on Friday, November 11, 1977.

FRIDAY, NOVEMBER 11, 1977. --The members of the Board of Regents of The University of Texas System convened in regular session at 9:00 a. m. on Friday, November 11, 1977, in the Vail and Aspen Rooms of the Sheraton Inn in Tyler, Texas, with the following in attendance and Chairman Shivers presiding:

ATTENDANCE.--

Present

Absent

Chairman Shivers, presiding
 Vice-Chairman Williams
 Regent Bauerle
 Regent (Mrs.) Blumberg
 Regent Clark
 Regent Fly
 Regent Hay
 Regent Law
 Regent Sterling

Secretary Thedford

Chancellor LeMaistre
 President Walker

BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING ON SEPTEMBER 16, 1977. --Upon motion duly made and seconded, the Minutes of the meeting of the Board of Regents of The University of Texas System held on September 16, 1977, in Austin, Texas, were approved without objection as circulated by Secretary Thedford. The official copy is recorded in the Permanent Minutes, Volume XXV, Pages 1-269.

ANNOUNCEMENT RELATING TO LITTLE CAMPUS AND TO THE HEARING ON APPEAL OF ALFRED EARL BEFELD, JR. --Chairman Shivers announced for the benefit of those present who were specifically interested in the discussion on Little Campus and in the Hearing on Appeal of Alfred Earl Befeld, Jr., that the Little Campus matter would probably come up around 11:00 a. m. and Mr. Befeld's hearing a little later than that - 11:00 a. m. to 11:30 a. m. (See Pages 120-122 and 117.)

INTRODUCTION OF FACULTY AND STUDENT REPRESENTATIVES AND GUEST. --In response to Chairman Shivers' request, the President of each institution introduced the faculty representative and the student representatives present from his respective institution:

Faculty Representatives

Student Representatives

U. T. Austin - President Rogers introduced:

Dr. William Livingston
 Chairman, Faculty Senate

Mr. Dan Malone
 Editor, The Daily Texan

Mr. Gary Fendler
 Asst. Editor, The Daily Texan

Miss Karen Hastings
 Reporter, The Daily Texan

Faculty Representatives

Student Representatives

U. T. Arlington - President Nedderman introduced:

Dr. Edward Bellion
Chairman, Faculty Senate

Mr. Tim Matheus
President, Student Congress

Mr. Mike Hitt, Member
Student Congress

Miss Karel Holloway
Assistant Editor, Shorthorn

U. T. Dallas - President Jordan introduced:

Dr. George Kimeldorf
Speaker of the Faculty

Mr. Mike Ackels
President, Student Government

Mr. Mark Clark, Vice President
Student Government

[U. T. El Paso - None]

U. T. Permian Basin - President Cardozier introduced:

Dr. Munro Shintani
Chairman, Faculty Senate

None

U. T. San Antonio - President Flewn introduced:

Dr. Curtis W. Hayes
Secretary, General Faculty

None

Dallas Health Science Center - President Sprague introduced:

Dr. Bettie Sue Masters
Chairman, Committee of
Delegates

Mr. Darrell Wells
President, Senior Class

Galveston Medical Branch - President Levin introduced:

Dr. Gerald Fuller
Representative for Medical School
and Graduate School

None

Houston Health Science Center - Acting President Blocker introduced:

Frank Trice, D.D.S.
Associate Dean, Houston Dental
Branch

Mr. Mike Crist
President, Inter Council for
Students

San Antonio Health Science Center - President Harrison introduced:

David A. Sears, M.D.
Chairman, Medical Faculty
Assembly

Mr. Richard Chapman
Elected Representative,
San Antonio Dental School

Faculty RepresentativesStudent RepresentativesUniversity Cancer Center - Vice President Hickey introduced:

Jose M. Trujillo, M.D. Chairman, Executive Committee of Medical Staff	None
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Tyler Health Center - Dr. Hurst introduced:

William T. Matlage, M.D. Clinical Director	None
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Other members of the faculty present were:

Mr. Oran Ferrell
Assistant Administrator

Mr. Dan Davis
Business Manager

Mrs. Barbara Hiltcher, R.N.
Nursing Education Coordinator

Dr. Emir Shuford
Director, Clinical Studies Division

Dr. Hal Tuley
Research Engineer Scientist Associate V
Clinical Studies Division

On behalf of the Board of Regents, Chairman Shivers said that the members were happy to have the representatives present and that they were always welcome to attend the Regents' meetings.

Mr. Ralph Spence came into the meeting later and was introduced. Mr. Spence is a member of the Coordinating Board, Texas College and University System; is a U. T. Ex-Student, Distinguished Alumnus, Chairman of the Chancellor's Council, and is active in all University circles.

WELCOME AND REPORT BY DR. GEORGE A. HURST. --Chairman Shivers recognized Dr. George A. Hurst, Superintendent of The University of Texas Health Center at Tyler. Dr. Hurst welcomed the Board of Regents to a historical meeting, the first time that the Board of Regents had ever met in Tyler. This meeting, of course, was prompted by the fact that the former East Texas Chest Hospital at Tyler had been officially transferred from the Texas State Board of Health Resources to the Board of Regents of The University of Texas System and is now known as The University of Texas Health Center at Tyler.

Dr. Hurst then presented a report on the Tyler Health Center. This report is an implementation of a policy adopted by the Board of Regents at the September meeting to the effect that an extensive report be presented from each of the System institutions at least once every two years. In this report he reviewed the current status of the programs and the existing problems, patient care at the health center, existing facilities, mission and organization of the Texas Chest Foundation and research activities.

Nov 11 1977

In order that the permanent record will reflect accurately the history of the Tyler Health Center, there is set out below that portion of the report. At the meeting a copy of the complete report was distributed to each member of the Board and an official copy will be maintained in the Secretary's files:

History of the Institution

The University of Texas Health Center at Tyler was established by the 50th Legislature in 1947 as a tuberculosis facility. Operational authority was placed under the Board of Control.

The Board for Texas State Hospitals and Special Schools was created by the 51st Legislature in 1949 and assumed control of the institution. The 52nd Legislature in 1951 changed the name to the East Texas Tuberculosis Hospital.

On September 1, 1965, control of the institution was transferred from the Board for Texas State Hospitals and Special Schools to the Texas Department of Health. The 61st Legislative Session in 1969 authorized the establishment of twenty-five beds as a pilot project for the treatment and rehabilitation of chronic respiratory diseases, thus beginning a transition in its mission.

The 62nd Legislature in 1971 changed the name of the institution to the East Texas Chest Hospital. Of greater significance was the enactment of House Bill 799 which authorized the institution to develop patient care services for all chest diseases, develop research and education activities, and be designated as the primary facility in the State for this purpose.

The 64th Legislature in 1975 authorized physician fees to be collected and retained locally to facilitate the recruitment and retention of medical staff.

Senate Bill 1300, passed by the 65th Legislature and signed by the Governor on May 27, 1977, transferred the East Texas Chest Hospital and all its land, buildings, facilities, improvements, equipment, supplies and property from the governance of the Texas Board of Health Resources (now the Texas Board of Health) to the governance of the Board of Regents of The University of Texas System.

The Board of Regents, at its meeting on July 29, 1977, changed the name to The University of Texas Health Center at Tyler. Becoming a part of a great system of educational institutions will facilitate the development of quality education, research, and patient care activities with special emphasis on diseases of the chest.

Following the presentation by Dr. Hurst, Dr. Edward N. Brandt, Jr., Vice President for Health Affairs, briefly discussed the official programs now underway at the Tyler Health Center and the affiliation agreements under which the Center is now operating. (See Page 124.)

MEMORIAL RESOLUTION TO BING CROSBY. --The following resolution, presented and read by Regent Clark, was unanimously adopted by standing vote:

BING CROSBY
A Commemorative Resolution

WHEREAS, On October 14, 1977 a distinguished alumnus of The University of Texas at Austin suffered a deep personal loss which was shared by people throughout the world;

WHEREAS, On that date Mr. Bing Crosby, loving husband of Kathryn Grandstaff Crosby and father of her three children, passed away ending the career of one of the best loved and most highly respected figures in theatrical history;

WHEREAS, Mr. Crosby, the singer and actor whose fine baritone voice charmed popular music fans for fifty years and made him one of the most respected personalities in the entertainment world, had received resounding accolades from his co-workers in radio, television and films and had been frequently honored for his benefactions of time, talent and direct support to enumerable charities and public service programs; and

WHEREAS, Mr. and Mrs. Crosby had frequently demonstrated their support and friendship for the programs of The University of Texas at Austin especially through the Department of Drama and the Ex-Students' Association; now, therefore, be it

RESOLVED, That the Board of Regents recognizes with heartfelt sorrow the death of Mr. Bing Crosby and acknowledges that his wit, wisdom, courage and compassion will be missed from the world of entertainment; and, be it further

RESOLVED, That a copy of this resolution be transmitted to his wife, Kathryn Grandstaff Crosby, with the knowledge that the deepest sympathies of the Board of Regents are with her at this time of our shared loss.

The Secretary was instructed to prepare this resolution for the signatures of all members of the Board of Regents, the Chancellor and the President of the System.

RECESS FOR COMMITTEE MEETINGS AND EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE.--Chairman Shivers announced that (1) the Board of Regents would recess (9:35 a. m.) for meetings of the Standing Committees and (2) following the Open Session of the Committee of the Whole, the Board would reconvene as a Committee of the Whole in Executive Session pursuant to Article 6252-17, Sections 2(e), (f) and (g), V.T.C.S. to consider:

1. Pending or Contemplated Litigation - Section 2(e)
2. Land Acquisition - Section 2(f)
 - a. Houston Health Science Center and University Cancer Center: Proposed Acquisition of Property and Appropriation Therefor
 - b. University Cancer Center: Proposed Acquisition of Property and Appropriation Therefor
3. Personnel Matters - Section 2(g)

RECONVENE.--At 2:25 p. m., when all committees had concluded their business, the Board of Regents reconvened.

REPORTS OF STANDING COMMITTEES

Chairman Shivers called for the reports of the Standing Committees. All meetings had been conducted in open session in the Vail and Aspen Rooms of the Sheraton Inn in Tyler, Texas, except the Executive Session of the Committee of the Whole.

REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 8-25). -- The following report was submitted by Vice-Chairman Williams, Chairman of the System Administration Committee. He stated that all actions had been taken in open session, and the report was adopted without objection:

Report

The following items were considered by the System Administration Committee this morning, and each was adopted without objection unless otherwise indicated:

1. U. T. Austin: Approval of Exterior Masonry Restoration and Waterproofing of Beauford H. Jester Center (1-B&G-78). --It was reported that the Physical Plant Department at The University of Texas at Austin had investigated the need for exterior masonry repair and waterproofing of the Beauford H. Jester Center as part of the continuing building maintenance program at U. T. Austin. Since the completion of the dormitory-academic complex in 1969, exterior mortar joints and waterproofing have gradually deteriorated.

Upon the recommendation of President Rogers, concurred in by System Administration, unanimous approval was given to

- a. A building maintenance project for the restoration of exterior masonry and waterproofing of Jester Center at The University of Texas at Austin at an estimated cost of not to exceed \$200,000
- b. The completion of the exterior repair work through all necessary actions of the U. T. Austin Administration and Physical Plant Department with their own forces and all required contract services in consultation with the Office of Facilities Planning and Construction
- c. An appropriation of \$200,000 for this project from Account No. 29-0219-7100, Reserve-University Housing System Gross Revenue Fund

It was ordered that if there are any contract awards for this project, each will be presented for ratification at a future meeting of the Board of Regents.

2. U. T. Austin (Marine Science Institute): Approval of Initial Nominees to Marine Science Institute Advisory Council (3-CW-78). -- Unanimous approval was given to the initial nominees to membership on the Marine Science Institute Advisory Council for The University of Texas at Austin Marine Science Institute located in Galveston, and the membership on this council was set at 35. When replies have been received from the nominees, those accepting will be reported at a future meeting of the Board of Regents.

3. U. T. Austin: Transfer of Aviation Collection to U. T. Dallas (5-CW-78). -- The Board of Regents at its meeting on July 12-13, 1963, approved the establishment of the Aviation Collection in the Academic Center at The University of Texas at Austin. Mr. George Haddaway, founder of the collection and responsible for more than 80 percent of the contributions, specifically had requested that the collection be transferred to The University of Texas at Dallas.

President Rogers objected to this transfer stating that the collection had been housed and staffed well.

System President Walker's recommendation, based on extensive conversations with Mr. Haddaway and the U. T. Austin Administration, to transfer the Aviation Collection from U. T. Austin to U. T. Dallas was approved.

4. U. T. Austin: Award to Volume Services Division, Interstate United Corporation, Chicago, Illinois, of Contract for Concessionaire at Special Events Center (1-A&D-78). -- The University of Texas at Austin recommended, and System Administration concurred, that Volume Services Division, Interstate United Corporation, Chicago, Illinois, be awarded a contract based on the specifications, bid proposal and negotiations for concession food, beverage, and vending machine services and for nonexclusive catering including alcoholic beverage service at the Special Events Center at The University of Texas at Austin. System Administration reported that alcoholic beverages may be provided at a catered event in compliance with the Texas Liquor Control Act.

Based on the recommendations received the Committee:

- a. Awarded to Volume Services Division, Interstate United Corporation, Chicago, Illinois, the concessionaire (as outlined above) for the Special Events Center at The University of Texas at Austin for an initial period of five years with subsequent five-year renewals subject to satisfactory performance and final execution of the negotiated contract.
- b. Delegated authority to the President of The University of Texas at Austin to execute the contract on behalf of the University after approval as to content by the President of the System and as to form by the General Counsel of The University of Texas System. A copy of this contract will be filed in the office of the Secretary to the Board of Regents.
- c. Amended the recommendations of System Administration so that before the sale of alcoholic beverages is provided by Volume Services Division at catered events in the Special Events Center specific approval must be obtained from the President of U. T. Austin.

Vice-Chairman Williams asked to be recorded voting "No" on approval of sale of alcoholic beverages in the Special Events Center.

5. San Antonio Health Science Center (G.S.B.S.): Exception to Regents' Rules and Regulations, Part One, Chapter III, Section 5.32 (Nepotism) for Employment of Linda M. Kolb (4-CW-78). -- Upon the recommendation of President Harrison, concurred in by System President Walker, unanimous approval was given to an exception to the Regents' Rules and Regulations, Part One, Chapter III, Section 5.32 (Nepotism) for the employment of Linda M. Kolb. Mrs. Kolb will be employed by her husband, Associate Professor William P. Kolb, as a Senior Research Assistant in a research program funded by the National Institute of Health at The University of Texas Health Science Center at San Antonio Graduate School of Biomedical Sciences.

6. U. T. Arlington, U. T. Austin, U. T. El Paso, Dallas Health Science Center and its Dallas Southwestern Medical School, Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center and its Houston Medical School and Houston Dental Branch, San Antonio Health Science Center and its San Antonio Medical School, and University Cancer Center and its M. D. Anderson: 1976-77 and 1977-78 Budget Amendments (1-B-78 and 2-B-78). -- Unanimous approval was given to amend the 1976-77 and 1977-78 Operating Budgets of the following institutions as indicated on the respective pages in accordance with the recommendation of the appropriate chief administrative officers, concurred in by System Administration:

- The University of Texas at Arlington, Pages 11-12
- The University of Texas at Austin, Pages 13-14
- The University of Texas at El Paso, Pages 14-15
- The University of Texas Health Science Center at Dallas and its Dallas Southwestern Medical School, Page 15
- The University of Texas Medical Branch at Galveston and its Galveston Medical School, Pages 16-17
- The University of Texas Health Science Center at Houston and its Houston Medical School and Houston Dental Branch, Pages 18-19
- The University of Texas Health Science Center at San Antonio and its San Antonio Medical School, Pages 19-21
- The University of Texas System Cancer Center and its M.D. Anderson, Pages 21-25

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

THE UNIVERSITY OF TEXAS AT ARLINGTON

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1976-77 BUDGET</u>				
12.	Plant Funds Transfer of Funds	From: Unappropriated Balance via Estimated Income	To: Capital Improvements - Unexpended Plant Funds - Minor Repairs and Remod- eling of Physical Plant Sidewalks and Walkways \$ 30,000 Landscaping and Irri- gation 125,000 Repair and Replacement of Streets and Parking Lots 100,000 Improvements to Aero- nautical Engineering Building 53,000 Improvements to Engineering Drawing Building 63,000 Acquisition of monitoring system for control of energy consumption on Campus 250,000 <u>\$621,000</u>	---
	Amount of Transfer	<u>\$ 621,000</u>		
<u>1977-78 BUDGET</u>				
1.	Kathryn E. White (Non-tenure) Education Academic Rate	Instructor (P.T.) \$ 8,000 (1976-77)	Instructor (P.T.) \$ 11,600	9/1 - 1/15
2.	David Levine (Non-tenure) Computer Science Academic Rate	Instructor (P.T.) \$ 6,400 (1976-77)	Instructor (P.T.) \$ 11,600	9/1 - 1/15
3.	John R. Rumsey (Non-tenure) Computer Science Academic Rate	Instructor (P.T.) \$ 11,600	Instructor (P.T.) \$ 11,600	9/1 - 1/15

44611 1977
252

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
4.	David B. Walton (Non-tenure) Computer Science Academic Rate	Instructor (P.T.) \$ 6,400 (1976-77)	Instructor (P.T.) \$ 11,600	9/1 - 1/15
<p>The increase in salary rate for these part-time Instructors is a result of establishing a base academic rate of \$11,600 for Instructors hired to teach on a part-time basis (one or two courses). There is little or no change in the amount of the stipend based on a full-time equivalent basis.</p>				
5.	Daniel C. Burkholder (Non-tenure) Music Academic Rate	Associate Professor (P.T.) \$11,040 (1976-77)	Associate Professor (P.T.) \$ 19,000	9/1 - 1/15
6.	James E. Cooper (Non-tenure) Geology Academic Rate	Adjunct Professor (P.T.) \$ 9,000 (1976-77)	Adjunct Professor (P.T.) \$ 24,000	9/1 - 1/15
7.	William E. Case (Non-tenure) Physics Academic Rate	Lecturer (P.T.) \$ 18,000 (1976-77)	Lecturer (P.T.) \$ 20,000	9/1 - 1/15
8.	Herbert E. Welch (Non-tenure) Electrical Engineering Academic Rate	Adjunct Associate Professor (P.T.) \$10,400 (1976-77)	Adjunct Associate Professor (P.T.) \$ 19,000	9/1 - 1/15
9.	Donald E. Umlah School of Social Work Salary Rate Source of Funds: Department of Public Welfare Grant	Social Science Research Associate III \$ 18,804	Social Science Research Associate III \$ 21,492	10/1/77

THE UNIVERSITY OF TEXAS AT AUSTIN

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1976-77 BUDGET</u>				
53.	Auxiliary Enterprises - Intercollegiate Athletics for Men			
	Transfer of Funds	From: Intercollegiate Athletics for Men Unappropriated Balance	To: Intercollegiate Athletics for Men - Dressing Room Roof Repair	
	Amount of Transfer	\$ 25,000	\$ 25,000	---
54.	Auxiliary Enterprises - U. T. Austin Student Publications			
	Transfer of Funds	From: Student Publications Unappropriated Balance via Estimated Income	To: Student Publications - General Overhead Salaries and Wages \$ 9,023 Other Operating Expense 54,633	
	Amount of Transfer	\$ 63,656	\$ 63,656	---
<u>1977-78 BUDGET</u>				
1.	William F. Weldon Center for Electromechanics Salary Rate	Research Engineer \$24,564 (1976-77)	Research Engineer \$ 28,000	9/1/77
	Source of Funds: Government Contract Funds Payroll Clearing Account			
2.	Auxiliary Enterprises - U. T. Austin Student Publications			
	Transfer of Funds	From: Student Publications Unappropriated Balance	To: Student Publications - General Overhead - Other Operating Expenses (Equipment)	
	Amount of Transfer	\$ 45,100	\$ 45,100	---
3.	Clayton H. Lewis (Non-tenure) Psychology Academic Rate	Instructor	Instructor \$ 13,000	9/1/77

No.	Explanation	Present Status	Proposed Status	Effective Dates
2.	Patricia M. Carr (Tenure) English	Associate Professor	Associate Professor	
	Academic Rate	\$ 17,766 (1976-77)	\$ 20,300	
	1977-78 Original Budget	\$ 19,800		9/1/77
	Source of Funds: Unallocated Faculty Salaries			
3.	Cyril Parkanyi (Tenure) Chemistry	Professor	Professor	
	Academic Rate	\$ 22,887	\$ 25,387	
	1977-78 Original Budget	\$ 24,386		9/1/77
	Source of Funds: Unallocated Faculty Salaries			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

- 15 -

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>1976-77 BUDGET</u>								
23.	Plant Funds Transfer of Funds	From: Unappropriated Balance - General Funds			To: Unappropriated Plant Funds			
	Amount of Transfer		\$ 2,800,000		\$ 2,800,000		---	
<u>1977-78 BUDGET</u>								
<u>Dallas Southwestern Medical School</u>								
1.	Warren A. Weinberg (Non-tenure) Neurology and Pediatrics Associate Professor	\$ 40,000	\$ 20,000	\$ 60,000	\$ 41,334	\$ 20,666	\$ 62,000	10/1/77
	Sources of Funds: Unallocated Faculty Salaries, Winston School Contract, MSRDP							

NOV 11 1977

7771

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1976-77 BUDGET</u>				
10.	Plant Funds Transfer of Funds	From: Unappropriated Balance via Estimated Income	To: Capital Improvements, Including Equipment: Replacing Air Con- ditioning Equipment in Allied Health Sciences Building \$ 75,000 Dredging Marine Bio- medical Institute Slip 15,000 Install Trash and Gar- bage Disposal System 25,000 Project Allocation (To be appropriated for specific projects as required.) 3,300,000 Installation of Utili- ties Distribution System 35,000 Hospital Equipment Fund 500,000 Learning Center Equipment 1,000,000 Waterproof Exterior of Buildings 50,000 <u>\$5,000,000</u>	---
	Amount of Transfer	<u>\$5,000,000</u>	<u>\$5,000,000</u>	---

Item No.	Explanation	Present Status - 1976-77 Budget			Proposed Status - 1977-78 Budget			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>1977-78 BUDGET</u>								
<u>Galveston Medical School</u>								
1.	Alan S. Tonnesen (Non-tenure) Anesthesiology Assistant Professor Source of Funds: Departmental Salaries and MSRDP Funds	\$ 35,500	\$ 17,750	\$ 53,250	\$ 39,000	\$ 23,000	\$ 62,000	9/1/77

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Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School</u>								
2.	Joseph C. Gabel (Non-tenure) Anesthesiology Professor Source of Funds: Departmental Salaries and MSRDP	\$ 45,000	\$ 22,500	\$ 67,500 (1976-77)	\$ 49,500	\$ 29,700	\$ 79,200	9/1/77
3.	Harold A. Goolishian (Tenure) Psychiatry and Behavioral Science Professor	\$ 37,000	\$ 18,500	\$ 55,500	\$ 40,100	\$ 18,500	\$ 58,600	10/1/77
4.	David L. Larson (Non-tenure) Psychiatry and Behavioral Science Assistant Professor Source of Funds: Galveston County Mental Health/Mental Retardation Center	\$ 30,000	\$ 14,000	\$ 44,000	\$ 32,000	\$ 14,000	\$ 46,000	10/1/77
5.	Patrick J. Kelly (Non-tenure) Surgery Assistant Professor Source of Funds: Departmental Salaries and MSRDP	\$ 28,000	\$ 13,900	\$ 41,900 (1976-77)	\$ 31,000	\$ 15,500	\$ 46,500	9/1/77
6.	Abe Levy Animal Care Center Director of Animal Care Source of Funds: Unallocated Salaries	\$ 36,000	---	\$ 36,000	\$ 38,000	---	\$ 38,000	10/1/77

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>1976-77 BUDGET</u>								
34.	Plant Funds Transfer of Funds	From: Unappropriated Balance - General Funds			To: Unexpended Plant Funds - Special Project Allocation Fund			
	Amount of Transfer		\$ 1,600,000		\$ 1,600,000		---	
<u>1977-78 BUDGET</u>								
<u>Houston Medical School</u>								
1.	Tushar K. Ray Physiology Senior Research Scientist 1977-78 Original Budget	\$ 19,800		\$ 19,800	\$ 22,000 \$ 20,500		\$ 22,000 \$ 20,500	9/1/77
	Source of Funds: Research Career Development Award							
2.	Arthur J. Farley (Non-tenure) Psychiatry Assistant Professor	\$ 35,500	\$ 17,750	\$ 53,250	\$ 39,000	\$ 19,000	\$ 58,000	9/1/77
	Source of Funds: Hogg Foundation Grant and MSRDP Funds							
3.	Prentiss E. Findlay (Non-tenure) Pediatrics Associate Professor	\$ 39,000	\$ 8,000	\$ 47,000	\$ 39,000	\$ 10,000	\$ 49,000	10/1/77
	Source of Funds: MSRDP							
4.	Robert N. Marshall (Non-tenure) Pediatrics Assistant Professor	\$ 35,000	\$ 6,000	\$ 41,000	\$ 35,000	\$ 8,000	\$ 43,000	10/1/77
	Source of Funds: MSRDP							

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Item No.	Explanation	Present Status - 1976-77 Budget			Proposed Status - 1977-78 Budget			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Houston Medical School</u>								
5.	Frank A. Simon (Non-tenure) Pediatrics Assistant Professor Source of Funds: MSRDP	\$ 35,000	\$ 6,000	\$ 41,000	\$ 35,000	\$ 8,000	\$ 43,000	10/1/77
<u>Houston Dental Branch</u>								
6.	Robert E. Earl (Non-tenure) Preventive Dentistry - Pedodontics Clinical Associate Professor (20%T)	\$ 23,000	---	\$ 23,000	\$ 25,500	---	\$ 25,500	10/1/77
7.	Carlos Vela, Jr. (Non-tenure) Preventive Dentistry - Community Dentistry Clinical Assistant Professor (15%T) Source of Funds: Capitation Grant	\$ 18,000	---	\$ 18,000	\$ 20,000	---	\$ 20,000	10/1/77-6/30/78

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

Item No.	Explanation	Present Status - 1976-77 Budget			Proposed Status - 1977-78 Budget			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School</u>								
1.	Ralph S. Goldsmith (Tenure) Medicine Professor and Deputy Chairman 1977-78 Original Budget Source of Funds: MSRDP	\$ 48,514	\$ 8,300	\$ 56,814	\$ 48,514 \$ 48,514	\$ 11,500 \$ 9,900	\$ 60,014 \$ 58,414	9/1/77

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
2.	Robert A. O'Rourke (Tenure) Medicine Brown Professor in Cardio-vascular Diseases 1977-78 Original Budget	\$ 43,044	\$ 5,700	\$ 48,744	\$ 44,432 \$ 43,044	\$ 6,600 \$ 6,600	\$ 51,032 \$ 49,644	9/1/77
	Source of Funds: Unallocated Salaries							
3.	David J. Drutz (Tenure) Medicine Associate Professor 1977-78 Original Budget	\$ 41,703	\$ 5,000	\$ 46,703	\$ 42,416 \$ 41,703	\$ 6,600 \$ 6,000	\$ 49,016 \$ 47,703	9/1/77
	Source of Funds: Unallocated Salaries and MSRDP							
4.	Bertron M. Groves (Tenure) Medicine Associate Professor 1977-78 Original Budget	\$ 42,294	\$ 2,000	\$ 44,294	\$ 43,044 \$ 42,294	\$ 3,500 \$ 2,800	\$ 46,544 \$ 45,094	9/1/77
	Source of Funds: Unallocated Salaries and MSRDP							
5.	Lawrence D. Horwitz (Tenure) Medicine Associate Professor 1977-78 Original Budget	\$ 42,346	\$ 1,500	\$ 43,846	\$ 42,346 \$ 42,346	\$ 4,700 \$ 3,300	\$ 47,046 \$ 45,646	9/1/77
	Source of Funds: MSRDP							
6.	Waldemar G. Johanson (Tenure) Medicine Associate Professor 1977-78 Original Budget	\$ 41,703	\$ 5,000	\$ 46,703	\$ 42,416 \$ 42,416	\$ 6,600 \$ 5,200	\$ 49,016 \$ 47,616	9/1/77
	Source of Funds: MSRDP							

Item No.	Explanation	Present Status - 1976-77 Budget			Proposed Status - 1977-78 Budget			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
7.	Jan D. Smith (Non-tenure) Medicine Assistant Professor 1977-78 Original Budget Source of Funds: MSRDP	\$ 36,970	\$ 4,500	\$ 41,470	\$ 36,970 \$ 36,970	\$ 8,300 \$ 5,300	\$ 45,270 \$ 42,270	9/1/77
8.	Richard F. Luduena (Non-tenure) Biochemistry Assistant Professor Source of Funds: Unallocated Salaries	\$ 24,000	---	\$ 24,000	\$ 26,300	---	\$ 26,300	10/1/77

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

- 12 -

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1976-77 BUDGET</u>				
15.	Plant Funds Transfer of Funds	From: General Funds - Unappropriated Balance	To: Unexpended Plant Funds - Texas Medical Center Chilled Water and Steam Plant Start-up Costs \$ 400,000 Housekeeping Equipment Acquisition 250,000 Physical Plant Repairs and Equipment 100,000 Acquisition of Telephone Control Processing Equipment 130,000 Acquisition of Business Office Computer Facility 700,000 Acquisition of Laboratory Computer System 250,000 Science Park Building Expansion 500,000	

1/18/77

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
			Special Equipment Account	500,000
			Installation of Flood Control	150,000
			Construction Projects -	
			Science Park Chimpanzee Facility (No. 703-382)	500,000
			Remodel Existing Buildings (No. 703-291)	5,270,000
	Amount of Transfer	\$ 8,750,000		<u>\$8,750,000</u> ---

The allocation of funds by projects listed above represents estimates for the purpose of reserving plant funds for these items. Details of the projects, including proposed funding, will be submitted at a later date to the Board for consideration through the appropriate Committee procedure.

A cooperative has been formed within the Texas Medical Center for purchase and operation of an existing chilled water and steam plant presently owned by the Houston Natural Gas Corporation. The University of Texas units in the Texas Medical Center are active participants in this cooperative and in the near future will be asked to enter into a formal agreement with the cooperative for steam and chilled water services. All participants will be required to provide an initial deposit for start-up costs equal to the estimated billings for services to be rendered for two months. We wish to reserve funds at this time for such start-up costs and request that the amount of \$400,000 be transferred from the General Funds Unappropriated Balance account to a Plant Funds Unexpended account entitled "Texas Medical Center Chilled Water and Steam Plant Start-Up Costs".

For several years the System Cancer Center has utilized contract housekeeping services. The services have deteriorated during the past several months and a determination has been made to return to an in-house housekeeping system. As a provision of the initial contractual agreement for contract housekeeping services all of the equipment owned by the institution and used for that purpose was made available to the contractor when the service was initiated. Since that time, essentially all of the equipment owned by the institution has been disposed of due to deterioration and wear and tear. It will therefore be necessary that we totally re-equip our housekeeping service for the extensive physical facilities which must be maintained. It is requested that authorization be granted for a transfer of the amount of \$250,000 from the General Funds Unappropriated Balance account to a Plant Funds Unexpended account entitled "Housekeeping Equipment Acquisition".

During the current fiscal year our physical plant department will activate two sizeable renovation projects which must be performed in the old M. D. Anderson Hospital building. These include a replacement of the auditorium ceiling and extensive remodeling work in the experimental animal cage washing area. We presently anticipate that approximately \$50,000 will be required for each of these projects. We request that the amount of \$100,000 be transferred from the General Funds Unappropriated Balance account to the existing Plant Funds Unexpended account number 187276 - Physical Plant Repairs and Equipment.

15. Plant Funds (Continued)

The cost of long distance telephone communications at the institution has become excessive over the past few years. While a great deal of time of Business Office personnel is expended in auditing the long distance telephone charges, we still feel that with the heavy patient population of the institution, the necessary availability of telephone service in patient areas and the present inability to maintain good mechanical control of the long distance telephone traffic results in significant costs that could be eliminated by a good telephone control processing equipment installation. We have carefully evaluated systems that are available for this purpose, and a complete system that will fulfill our requirements can be obtained for

approximately \$130,000. A review of our long distance calls leads us to believe that with this equipment our savings will amount to approximately the cost of the equipment within 18 months. It is requested that authorization be granted to transfer the amount of \$130,000 from the General Funds Unappropriated Balance account to a Plant Funds Unexpended account entitled "Acquisition of Telephone Control Processing Equipment".

The International Business Machines 360/50 computer system presently installed for the business operations of this institution is fully utilized at this time and does not permit the expansion of our computer facilities to meet new needs that are planned for activation later in the 1977-78 fiscal year. The present computer is manned and utilized for 20 hours per day for five days per week and 8 or more hours per day for the additional two days during the week. We have made extensive studies regarding our needs and feel that we can meet these needs for the next four to five years through the acquisition of a computer at the IBM 370/155 level. Our present computer was purchased from The University of Texas at El Paso after being used by that institution for several years, and it has given us very good service. We feel that we could acquire a good used IBM 370/155 for approximately \$700,000. We therefore request that this amount be transferred from the General Funds Unappropriated Balance account to a new Plant Funds Unexpended account entitled "Acquisition of Business Office Computer Facility".

The present laboratory computer at this institution has approximately 30 terminals and through a tie-in with the Business Office computer we are now accommodating approximately 60 terminals on this system. The volume of laboratory procedures has increased materially and the storage capacity and speed of the equipment is no longer adequate to meet the need. Maintenance is poor since this computer is no longer manufactured and most replacement parts are not available. This computer is heavily utilized by the clinical staff of the institution and must be upgraded to meet the requirements of our patient care activities. It is requested that authorization be granted for the transfer of \$250,000 from the General Funds Unappropriated Balance account to a Plant Funds Unexpended account entitled "Acquisition of Laboratory Computer System".

There is a need for construction of a physical plant and service building at the Research Division of the Science Park. Due to the limited funds available for the plant expansion it was not possible to include a building for this purpose. In addition, there are needs for additional building expansion at the Veterinary Division of the Science Park. This includes maintenance facilities as well as an additional animal holding facility. It is estimated that a minimum of \$500,000 will be needed to provide these facilities, therefore it is requested that authorization be granted to transfer this amount from the General Funds Unappropriated Balance to a Plant Funds Unexpended account entitled "Science Park Building Expansion".

Equipment funds are available to provide most of the research equipment required for the first laboratory building at the Research Division at the Science Park. This building is essentially completed and much of the equipment is presently on order. It is anticipated that the second research building will be completed within six weeks. No funds are presently available to purchase equipment for that building. Private and federal funds are being solicited for this purpose, however we do not

15. Plant Funds (Continued)

anticipate receiving amounts adequate to provide the equipment needed. Upon the activation of additional space within the Prudential Building a sizeable amount will be required for new equipment. This will include equipment for our medical communications activities within that building, equipment for a quick-copy center, and other needs. Authorization is requested for a transfer of \$500,000 from the General Funds Unappropriated Balance account to the Plant Funds Unexpended Special Equipment account to meet these anticipated needs.

A detailed review has been made of the flood control requirements for all institutions within the Texas Medical Center. The Office of Facilities Planning and Construction has been involved in this review and is aware of the problems relating to The University of Texas units. While the requirements for the System Cancer Center are not great, we estimate that the costs for providing the additional flood protection that is needed will be approximately \$150,000. It is requested that authorization be granted to transfer this amount from the General Funds Unappropriated Balance to a Plant Funds Unexpended account entitled "Installation of Flood Control".

Authorization was granted at meeting number 747 of The University of Texas Board of Regents on July 29, 1977 for construction of a chimpanzee facility at the Science Park. This authorization was subject to federal contract funding for operation of this facility. The estimated total project cost was \$500,000 to be funded from Special Funds Unappropriated Surplus of the Cancer Center. We have now received assurance that a contract will be awarded during the month of September for operation of this facility. It is therefore requested that authorization be granted to transfer \$500,000 from the General Funds Unappropriated Balance account to Construction Project number 703-382 - Science Park Chimpanzee Facility.

Phase I of construction project number 703-291 - Remodel Existing Buildings is presently underway. The total project budget for this Phase is slightly over \$10,000,000. The work to be performed under the Phase I contract is primarily limited to the ground floor and the fourth floor of the old M. D. Anderson Hospital Building. Additional phases of this project will be required to complete the renovation of this building to meet the current life and safety codes and to maintain accreditation of the hospital. The balance of slightly over \$4,000,000 in the Allotment Account is far short of the needs to complete this project. It is requested that an additional \$5,270,000 be transferred from the General Funds Unappropriated Balance account to the Allotment account for Construction Project number 703-291 to provide additional funds that will be required for this project.

- 24 -

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1977-78 BUDGET</u>				
<u>M. D. Anderson</u>				
1.	William S. Velasquez (Non-tenure) Medicine	Instructor	Instructor	
	Salary Rate	\$ 25,000 (1976-77)	\$ 28,000	9/1/77

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Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>M. D. Anderson</u>				
2.	Sharon K. Grosskopf (Non-tenure) Pathology	Faculty Associate	Faculty Associate	
	Salary Rate	\$ 20,000	\$ 25,000	10/1/77
	Source of Funds: PRS Faculty Associates Fund			
3.	Maria D. Ortiz (Non-tenure) Pathology	Faculty Associate	Faculty Associate	
	Salary Rate	\$ 20,000	\$ 25,000	10/1/77
	Source of Funds: PRS Faculty Associates Fund			
4.	Raymond A. Wende (Non-tenure) Surgery	Faculty Associate	Faculty Associate	
	Salary Rate	\$ 20,000	\$ 25,000	10/1/77
	Source of Funds: PRS Faculty Associates Fund			
5.	Wayne B. Wooten (Non-tenure) Diagnostic Radiology	Faculty Associate	Faculty Associate	
	Salary Rate	\$ 20,000	\$ 25,000	10/1/77
	Source of Funds: PRS Faculty Associates Fund			

Items 2 through 5

Physicians employed in the Faculty Associate positions have completed several years of residency and fellowship training and are well qualified as junior medical staff members in their individual specialities. We established the \$20,000 per annum level for the faculty associates several years ago and have never adjusted this level upward. In specific cases where grant or contract funds were available for supplementation higher salaries have been paid. We have encountered substantial difficulty in continuing to recruit at the \$20,000 level when such supplementation funds have not been forthcoming.

The Executive Council of the Physicians Referral Service recently reviewed the salary levels for faculty associates and strongly recommended that this level be increased to a minimum of \$25,000 per annum. It was also agreed by the Executive Committee that Physicians Referral Service funds could be used for payment at that level. It is therefore recommended that the salary level of the faculty associates as itemized above be increased from the rate of \$20,000 per annum to \$25,000 per annum with the required increased funds to come from the appropriation for Faculty Associates within the Physicians Referral Service budget.

REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 26-32). --Stating that all matters were conducted in open session and had been approved without objection unless otherwise indicated, Committee Chairman Sterling filed the following report of the Academic and Developmental Affairs Committee. There being no objection, the report was adopted:

1. U. T. System: Docket No. 2 of the President of the System (Attachment No. 1) (Catalog Change). --Committee Chairman Sterling reported that no exception had been received to Docket No. 2 of the President 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 135 and made a part of these Minutes.

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

It was ordered that any item included in this Docket that is normally published in the catalogs of the various institutions be reflected in the next catalogs printed by the respective institutions.

2. U. T. Austin: Appointment of Karl Gunnar Myrdal and Alva Myrdal Co-holders of Distinguished Visiting Tom Slick Professorship of World Peace in Lyndon B. Johnson School of Public Affairs. --Upon the recommendation of President Rogers, concurred in by System Administration, unanimous approval was given to the appointment of Karl Gunnar Myrdal and his wife, Alva Myrdal, co-holders of the Distinguished Visiting Tom Slick Professorship of World Peace in the Lyndon B. Johnson School of Public Affairs at The University of Texas at Austin for the spring semester 1978. The appointment of Alva Myrdal was designated honorary with no salary. These appointments were made in accordance with the procedures for making the selection outlined in the trust agreement.

Karl Gunnar Myrdal is a Nobel laureate in economics and is a world renowned scholar holding honorary degrees from numerous universities in the world. Alva Myrdal is a noted sociologist and writer and has a distinguished record of service as a cabinet minister in Sweden and as former Swedish Ambassador to India.

The Distinguished Visiting Tom Slick Professorship of World Peace was established under the Tom Slick Memorial Trust, which was approved by the Board of Regents at its meeting on July 21, 1972.

3. U. T. El Paso: Agreement with El Paso Public Television Foundation, El Paso, Texas. --Unanimous approval was given to the agreement (Pages 27-32) between El Paso Public Television Foundation, El Paso, Texas, and the Board of Regents of The University of Texas System for and on behalf of The University of Texas at El Paso.

The agreement which had been approved as to form by the Office of General Counsel provides for the location of studios for a public television station in the Education Building on the U. T. El Paso campus. The studios will be made available to U. T. El Paso for laboratories in Mass Communication and for the production of instructional materials for classes. No appropriated money will be used in any way for the public television station.

THE STATE OF TEXAS)
COUNTY OF EL PASO)

A G R E E M E N T

THIS AGREEMENT by and between EL PASO PUBLIC TELEVISION FOUNDATION, a Texas nonprofit corporation having its home office in El Paso, Texas, hereinafter called "Foundation": and the Board of Regents of the University of Texas System for and on behalf of THE UNIVERSITY OF TEXAS AT EL PASO, hereinafter called "University"

W I T N E S S E T H:

WHEREAS, Foundation is a nonprofit corporation to be licensed by the Federal Communications Commission to construct and operate a public television station in El Paso, Texas; and

WHEREAS, Foundation and University are desirous of disseminating community service and educational programs for the people of the City and County of El Paso, Texas, and surrounding area by means of television; and

WHEREAS, the operation of a television station on the grounds of The University would be of significant benefit to The University and its student training program in Mass Communications as well as for the publicity and good will in the local community; and

WHEREAS, University has personnel, space, and resources to assist in the activities of the television station; and

WHEREAS, the parties have the authority to enter into the contractual agreements set forth herein for the operation of such television station; and said agreement would be to the mutual advantage and benefit of the parties:

NOW, THEREFORE, for and in consideration of the mutual benefits and covenants set forth herein, the parties agree as follows;

NOV 11 1977

Article 1. The University agrees to provide the Foundation approximately 6,040 square feet of space in the Education Building of The University (Rooms 101, 102, 103, and 104) for the use of the Foundation in operating a public television station over Channel 7 under the license, policies, and regulations of the Federal Communication Commission and the Foundation.

Article 2. The Foundation will pay to The University each year a sum of cash equal to: \$7.00 per square foot of the space described above in Article 1. The University will provide normal utility services for the operation of a television studio and offices and normal janitorial services at the level provided for all of the Education Building.

The first payment under this contract will be due on August 31, 1978. Thereafter payments will be due on February 28, and August 31 for the years in which the contract is in effect.

Article 3. The University will provide suitable ground space, at a location adjacent to the Education Building, and already agreed to by The University and the Foundation, for the installation of a satellite antenna receiver to be used jointly by Foundation and The University. The cost of installation of the antenna and the cost of any maintenance and operation will be shared by both the Foundation and The University as mutually agreed to in writing.

Article 4. All purchases of equipment (and/or installation) and services by the Foundation in the performance of this agreement (except to the extent that The University participates in the cost, and installation of the satellite antenna referred to in Article 3) shall be in the name of the Foundation; and the title to all such property acquired shall vest in the Foundation. Nothing in this Agreement shall restrict the Foundation's right to add to or remove

its property from the premises of The University. Any purchase which has the effect of increasing the cost of operation of The University or which may materially affect the physical operation of The University must have the approval of The University. The Foundation will pay to The University any damages to its physical facilities in moving or removing its property, reasonable wear and tear excepted.

Article 5. Any remodelling or extraordinary maintenance of the space assigned to the Foundation must have the prior approval of The University. All payments for remodelling or extraordinary maintenance performed by an agency or individual other than The University or an employee of The University shall be made by the Foundation direct to the person, corporation, or agency performing such service and the Foundation shall hold the University harmless from any liability for payment of such services. Any service which can be performed by The University will be negotiated with the Foundation on an individual basis. Under no circumstances is The University to be liable for any indebtedness or liability created by the Foundation.

Article 6. The Foundation agrees to maintain the premises and all appurtenances thereto in reasonably good order and repair, reasonable wear and tear and catastrophe excepted. If the Foundation does not so maintain the premises, The University shall notify the Foundation of the deficiencies in writing by registered mail. If the Foundation fails to take the steps necessary to remedy the deficiencies specified within ten days, The University may terminate this Agreement under Article 13.

Article 7. The Foundation shall retain sole control over the Station, including full responsibilities for the operation, financing, maintenance, and programming of the station and all administrative and professional functions directly pertaining thereto. The Foundation shall have

NOV 1961

sole responsibility for the employment and compensation of all persons necessary to the performance of the Foundation's responsibilities under this agreement.

Article 8. Employees of the Foundation who park on University property will be required to adhere to the current Parking and Traffic Regulations of The University; and the Foundation's employees will be required to purchase permits in accordance with existing Regulations.

Article 9. The Foundation agrees to make the facilities of the station available to The University, under conditions mutually agreeable to both parties, as a laboratory for students regularly enrolled in credit courses in the Department of Mass Communications and for producing instructional material for University credit and extension courses. The University agrees to pay on the dates specified in Article 2, to the Foundation reasonable charges for the use of the studio facilities as a laboratory, said charge to be agreed to by The University and the Foundation at the time of execution of this agreement. All sums owed by The University to the Foundation under this section shall be deducted from the charges due The University under the provisions of Article 2.

The University will be responsible for the use, care, and maintenance of all equipment during the periods in which the studios are used by The University.

Article 10. The Foundation agrees to indemnify and hold harmless The University from any and all claims of all persons and entities for personal injury, including injury resulting in death, and for damage to property which arises directly or indirectly by reason of this contract, and agrees to reimburse The University for all reasonable expenses incurred by The University in defending any such claim or claims.

Article 11. Insofar as The University is authorized by the laws of The State of Texas, The University agrees to hold the Foundation harmless from any and all liability resulting from the use of the studios by The University as laboratories. The University does not agree to hold the Foundation harmless (a) for the gross or willful negligence of the operation of the station, (b) for use of the space contrary to University policy, or (c) for the actions of the Foundation's officers, employees or agents, or the actions of a third party over which The University has no supervision, control, or jurisdiction.

Article 12. Upon the termination or cancellation of this agreement for any cause, the Foundation shall have a reasonable time in which to remove any of its equipment or other property which may be upon premises of The University. The Foundation shall reimburse The University for any damages caused by the removal of its property and, as mutually agreed to in writing, shall restore the space to its original condition, normal wear and tear and catastrophe excepted.

Article 13. This Agreement shall become effective immediately upon its execution and shall remain in effect through August 31, 1978, and thereafter from year to year, September 1 to August 31 of the following year, unless modified in writing by the mutual agreement of the parties or terminated by either party upon giving one hundred and twenty (120) calendar days written notice to the other party.

Article 14. This Agreement may not be assigned by either party without the written consent of the other party.

Article 15. If the University is not in default in carrying out this agreement, failure on the part of the Foundation to comply with the above Articles may, upon written notification from The University, result in immediate cancellation of this Agreement.

EXECUTED by parties on the day and year first above written

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary

Chairman

ATTEST:

EL PASO PUBLIC TELEVISION
FOUNDATION

Secretary

James J. Rosen

President

Approved as to Content:

Approved as to Form:

Ed Decker

President of University of
Texas System

W.D. Smith

Office of General Counsel

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 33-43).-- Committee Chairman Bauerle filed the following report of the Buildings and Grounds Committee. He stated that all actions were taken in open session at the meeting of the Committee on Friday, November 11, and were approved without objection. Likewise, the report was adopted without objection:

Report

Report of Committee Meeting on Thursday, November 10, 1977.--Committee Chairman Bauerle reported that the meeting on Thursday afternoon (November 10, 1977, at 3:00 p.m. in the Aspen Room of the Sheraton Inn in Tyler, Texas) was constructive and informative. The Thursday afternoon meeting was in accordance with the resolution adopted at the Regents' meeting on September 16, 1977. The purpose of the meeting was for in-depth consideration and study of the various recommendations that had been proposed by the Administration and the evaluation thereof. Attendance at the meeting of the Buildings and Grounds Committee the day preceding the Regents' session is voluntary. Vice-Chairman Williams and Regents Bauerle (Committee Chairman), Blumberg, Clark, Fly, Hay, Law and Sterling were present.

1. U. T. System - Police Academy - New Training Facility: Authorization to Reject Bids, Revise Project and Advertise for New Bids.-- The Administration reported that only two bidders responded with respect to the invitation for bids on the New Training Facility for The University of Texas System Police Academy, and both of the bids exceeded construction funds available within the authorized total project cost of \$55,000.

Upon recommendation of System Administration, the Buildings and Grounds Committee authorized that the two bids be rejected and that the project be revised and new bids be invited as proposed by System Administration.

2. U. T. Arlington - Athletic Stadium: Report of Feasibility Study; Authorization for Project; Site Selection; Appointment of Schrickel, Rollins and Associates, Inc., Arlington, Texas, Project Architect; and Additional Appropriation Therefor.--The Administration submitted a feasibility study for a multipurpose Athletic Stadium at The University of Texas at Arlington. This study was authorized at the Board of Regents' meeting on December 10, 1976, and had been made by the U. T. Arlington Administration, the Office of Facilities Planning and Construction and the planning consultant, Schrickel, Rollins and Associates, Inc., Arlington, Texas. (A copy of this study is in the Secretary's files.)

This item was discussed in detail at the meeting on Thursday with respect to alternate solutions to fill the need for the facility. In the discussion on Friday morning, Regent Hay stated that he still had reservations but that he had been persuaded of the need for the facility because of its design to be a multipurpose one. Upon motion of Regent Law, duly seconded, the following recommendations of President Nedderman and System Administration were approved.

- a. That a multipurpose Athletic Stadium be constructed at U. T. Arlington on a 50-acre tract located along Davis Street and West Mitchell Street at an estimated total project cost of \$5,500,000.

It was noted that this facility would include football, track, soccer, intramurals, physical education related and other outdoor functions, and would include approximately 12,664 seats.

- b. That an additional \$55,000 be appropriated from Unappropriated Plant Funds - Interest on Bond proceeds for fees and miscellaneous expenses through completion of preliminary plans.

A list of proposed architects including the firm of Schrickel, Rollins and Associates, Inc., Arlington, Texas, was distributed. After a discussion and upon motion of Vice-Chairman Williams, seconded by Regent Law, the firm of Schrickel, Rollins and Associates, Inc., Arlington, Texas, was named Project Architect to prepare the preliminary plans which will be presented to the Board of Regents at a future meeting.

- 3. U. T. Arlington - Conference Center: Report of Preliminary Study; Proposed Site and Request for Appointment of Project Architect and for Additional Appropriation - Deferred. --After a detailed discussion on both Thursday and Friday of the report of the preliminary study relating to the construction of a Conference Center at The University of Texas at Arlington, the item was deferred for further study and President Nedderman was instructed to resubmit it with more detailed information, upon motion of Regent Hay, seconded by Regent Fly.
- 4. U. T. Arlington - Special Events Center: Report of Feasibility Study; Authorization for Project; Site Selection; Appointment of Wilson/Crain/Anderson/Reynolds, Houston, Texas, Project Architect; and Additional Appropriation Therefor. --The Administration presented a feasibility study for a Special Events Center at The University of Texas at Arlington that was authorized by the Board of Regents on July 9, 1976, and that had been conducted by the U. T. Arlington Administration, the Office of Facilities Planning and Construction and the planning consultant, Wilson/Crain/Anderson/Reynolds, Houston, Texas. (A copy of the feasibility study is in the Secretary's files.)

Based on the conclusions of this study, President Nedderman and System Administration submitted the following recommendations:

- a. That a Special Events Center be constructed at U. T. Arlington at an estimated total project cost of \$13,600,000 on a tract of land bound by Doug Russell Street on the north, West Street on the east, Grand Avenue on the south and The University of Texas at Arlington authorized west boundary.
- b. That the firm of Wilson/Crain/Anderson/Reynolds, Houston, Texas, the planning consultant, be appointed Project Architect with authorization to prepare preliminary plans to be presented to the Board of Regents for consideration at a future meeting.
- c. That an additional \$125,000 be appropriated from Unappropriated Plant Funds - Interest on Bond proceeds for fees and miscellaneous expenses through completion of preliminary plans.

A list of proposed architects including Wilson/Crain/Anderson/Reynolds, Houston, Texas, was distributed.

It was moved and seconded that the foregoing recommendations be approved.

After a discussion, Vice-Chairman Williams moved that the motion be amended by substituting the firm of Harwood K. Smith & Partners, Inc., Dallas, Texas, for the firm of Wilson/Crain/Anderson/Reynolds, Houston, Texas. Regent Hay seconded the motion.

Regent Clark moved that the substitute motion by Vice-Chairman Williams be tabled and that the original recommendation that Wilson/Crain/Anderson/Reynolds, Houston, Texas, be made Project Architect be approved. Regent Sterling seconded the motion.

Regent Clark's motion prevailed by the following vote:

- | | |
|----------------------|-----------------------|
| AYES: Regent Bauerle | NOES: Regent Blumberg |
| Regent Clark | Regent Fly |
| Regent Law | Regent Hay |
| Regent Shivers | Regent Williams |
| Regent Sterling | |

Committee Chairman Bauerle then called for the question on the original motion, and the recommendations were adopted without objection.

During the discussion, Vice-Chairman Williams suggested that the architect be named when the planning consultant is appointed for a project.

- 5. U. T. Austin - Report of Coordinated Efforts of City of Austin, State of Texas and University for Development of a Central Area Cooperative Parking Program: Approval of Concept by Endorsement of Central Area Cooperative Parking Program Policy Statement and Authorization to Participate in Continuing Study. -- The Administration reported that during the past year mutual parking problems had been discussed by staff representatives of the City of Austin, the State Board of Control, the State Building Commission and the University. As a result, a general policy statement of coordination had been prepared entitled "A Central Area Cooperative Parking Program," a complete copy of which is in the Secretary's files.

The Committee endorsed the idea of coordinated efforts of the City, State and University in solving parking problems in a way that will be mutually beneficial to all parties, with the understanding that each solution will be submitted to the Board of Regents, as well as to the governing bodies of the others involved, for appropriate approval.

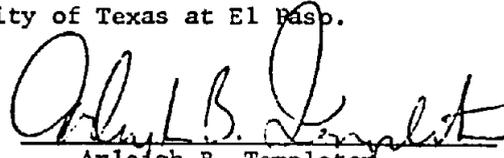
- 6. U. T. El Paso - Administration Building - Alterations and Additions: Approval of Final Plans and Specifications and Authorization to Advertise for Bids. -- Upon recommendation of President Templeton and System Administration, the final plans and specifications for the Alterations and Additions to the Administration Building at The University of Texas at El Paso were approved without objection at an estimated total project cost of \$1,400,000; and the Director of the Office of Facilities Planning and Construction was authorized to advertise for bids which will be submitted to the Board at a later meeting.

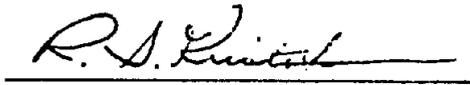
7. U. T. El Paso - Renovation of Cotton Memorial Building for Classrooms: Ratification of Committee Report on Approval of Final Plans and Advertisement for Bids; Award of Contract to Prati & Prati General Contractors, Inc., El Paso, Texas; and Additional Appropriation Therefor. --The Special Committee appointed at the December 10, 1976 meeting of the Board of Regents to approve the final plans, advertise for bids and award a construction contract for the Renovation of Cotton Memorial Building for Classrooms at The University of Texas at El Paso submitted the following report:

June 23, 1977

To the Board of Regents of
The University of Texas System:

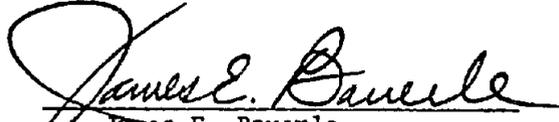
The Special Committee appointed at the Regents' Meeting held December 10, 1976, has approved the final plans and authorized advertisement for bids for the Renovation of Cotton Memorial Classroom Facility at The University of Texas at El Paso.


Arleigh B. Templeton


R. S. Kristoferson


Graves W. Landrum


E. D. Walker


James E. Bauerle


Allan Shivers

The Special Committee did not award a contract for the renovation project because the lowest bid exceeded the construction funds available for the project.

The Administration submitted a tabulation of the bids and concluded that there were two basic courses of action. After due consideration

and upon recommendation of President Templeton and System Administration, the following were authorized without objection:

- a. That the action taken by the Special Committee in approving the final plans and authorizing the advertisement for bids for the Renovation of Cotton Memorial Building for Classrooms at The University of Texas at El Paso be ratified
 - b. That a construction contract for the Renovation of Cotton Memorial Building for Classroom at U. T. El Paso be awarded to the lowest responsible bidder, Prati & Prati General Contractors, Inc., El Paso, Texas, in the amount of the base bid of \$598,740
 - c. That a revised total project cost of \$696,000 be approved to cover the construction contract award, equipment, landscaping fees and miscellaneous expenses
 - d. That \$50,000 additional funds be appropriated from Interest on Permanent University Fund Bond proceeds to cover the revised total project cost, \$646,000 having been previously appropriated
8. U. T. Permian Basin - Phase I Buildings (Laboratory Building): Authorization for Passenger Elevator to Meet Federal Requirements for Handicapped; Appointment of Peters and Fields, Odessa, Texas, Project Architect; Authorization to Advertise for Bids; and Appropriation Therefor. --In order to meet the standards required by federal statute and the regulations by the U. S. Department of Health, Education and Welfare for the handicapped, the Buildings and Grounds Committee approved without objection the following recommendations of President Cardozier and System Administration:
- a. That in order to provide access for the physically handicapped, a passenger elevator be installed (a second elevator since there is a freight elevator) in the Phase I Buildings (Laboratory Building) at The University of Texas of the Permian Basin at an estimated total project cost of \$100,000 and that the \$100,000 be appropriated from Tuition Revenue Bonds
 - b. That the firm of Peters and Fields, Odessa, Texas, be appointed Project Architect for the installation of this passenger elevator with authorization to prepare contract documents
 - c. That the Office of Facilities Planning and Construction be authorized to advertise for bids to be presented to the Board of Regents at a future meeting
9. Dallas Health Science Center - Parking Structure II: Approval of Final Plans and Authorization to Advertise for Bids. --Upon the recommendation of President Sprague and System Administration and without objection, the final plans and specifications for Parking Structure II at The University of Texas Health Science

Center at Dallas were approved as prepared by the Project Architect, Beran and Shelmire, Dallas, Texas, at an estimated total project cost of \$2,100,000; and the Director of the Office of Facilities Planning and Construction was authorized to advertise for bids to be presented to the Board of Regents for consideration at a future meeting.

Vice-Chairman Williams commented that he thought a parking garage could be and should be built for less money.

10. Dallas Health Science Center - Landscaping, Irrigation and Site Development - Phase III: Award of Contract to Green Leaf Nursery, Austin, Texas, and Additional Appropriation Therefor. -- The Administration reported the bids that had been received for the Landscaping, Irrigation and Site Development - Phase III project at The University of Texas Health Science Center at Dallas. It was pointed out that the total estimated project cost of \$85,000 (approved at the meeting on September 16, 1977) would be adequate to cover the base bid providing for turf, plant materials, trees and an irrigation system to landscape the courtyard adjacent to the Moss Clinical Science Building; however, an additional appropriation would be required to provide financing for any of the alternate bids: Alternate Bids Nos. 1 and 2 - providing turf, plant materials, trees and an irrigation system to landscape the site of what was previously a gas station adjacent to a major entrance to the campus at the intersection of Inwood Road and Medical Center Drive; and Alternate Bid No. 3 - providing for concrete benches.

Accordingly, upon the recommendation of President Sprague and System Administration, the Committee without objection:

- a. Awarded a construction contract for the Dallas Health Science Center Landscaping, Irrigation and Site Development - Phase III to the lowest responsible bidder, Green Leaf Nursery, Austin, Texas, as set out below:

Base Bid	\$ 74,172
Alternate No. 1 (Earth Berm, Sod and Irrigation at Inwood Road and Medical Center Drive)	10,600
Alternate No. 2 (Additional Landscaping and Irrigation at Inwood Road and Medical Center Drive)	<u>8,564</u>
Total Contract Award	\$ <u>93,336</u>

- b. Approved a revised total project cost of \$99,637 to cover the construction contract award, landscaping, fees and miscellaneous expenses; and appropriated additional funds in the amount of \$39,131.03 from Unappropriated Balance, Plant Funds, Account No. 729910 to cover same, the balance required being available from previous appropriations for this project after the completion of Phases I and II.

11. Dallas Health Science Center, Galveston Medical Branch, Houston Health Science Center, San Antonio Health Science Center, University Cancer Center and Tyler Health Center: Report on Long Range Development Plans and Request for Authorization to Submit to Coordinating Board, Texas College and University System - Deferred Until the December Meeting. -- Committee Chairman Bauerle stated that at the discussion meeting on Thursday afternoon, the Committee

had suggested that the Report on Long Range Development Plans and Request for Authorization to Submit to Coordinating Board, Texas College and University System for the six health components of The University of Texas System (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 deferred until the December meeting of the Board; and that at that time a meeting of the Buildings and Grounds Committee be scheduled on Thursday morning (December 15, 1977) prior to the regular meeting on December 16, for a detailed presentation on this item. Upon motion duly made and seconded, the item was deferred and the Secretary was instructed to arrange for the meeting of the Buildings and Grounds Committee the day preceding the regular meeting of the Board of Regents to begin at 10:30 a. m. on Thursday, December 15.

12. Galveston Medical Branch (Galveston Medical School) - Libbie Moody Thompson Basic Science Building - Alterations and Additions to Basic Science Teaching and Research Facilities (Enclosure of First Level): Award of Contract to SUSCO, INC., Galveston, Texas, and Additional Appropriation Therefor. -- Upon the recommendation of President Levin and System Administration, the Committee without objection awarded a construction contract for the Alterations and Additions to the Basic Science Teaching and Research Facilities (Enclosure of First Level of Libbie Moody Thompson Basic Science Building) at the Galveston Medical School of The University of Texas Medical Branch at Galveston to the lowest responsible bidder, SUSCO, INC., Galveston, Texas, as follows:

Base Bid	\$333,282
Additive Alternate No. 1 (Double Pane Glass)	<u>7,897</u>
Total Contract Award	<u>\$341,179</u>

Further, the total project cost for this project which had been estimated at \$500,000 (September 16, 1977 meeting) was reduced to \$435,000, and an additional appropriation of \$405,000 was authorized from Galveston Medical Branch Project Allocation Funds to cover this cost, \$30,000 having been previously appropriated. The \$435,000 total project cost will cover the contract award, movable furnishings and equipment, air balancing, fees and miscellaneous expenses.

13. Galveston Medical Branch - Customs House Building (Previously Known as U. S. Customs House Building): Replacement of Roof and Repairs and Appropriation Therefor. --The Administration reported that the roof on the Customs House Building (previously known as U. S. Customs House Building) at The University of Texas Medical Branch at Galveston had deteriorated extensively and needed to be replaced. Also some masonry repair of the building's four cupolas would be necessary to render the structure watertight and prevent further damage.

Upon recommendation of President Levin and System Administration and without objection, the Buildings and Grounds Committee:

- a. Approved replacement of the roof and repair of the Customs House Building at the Galveston Medical Branch at an estimated total project cost of \$250,000 to be funded with Galveston Medical Branch Customs House Building Remodeling Funds
- b. Authorized completion of the project by the Galveston Medical Branch Administration and Physical Plant Department with their own forces or through contract services in consultation with the Office of Facilities Planning and Construction

It was pointed out that in keeping with the requirements of the General Services Administration and the Federal Historical Society (since this building was transferred to the Board of Regents by the United States of America) work performed on the building would be consistent with the original design and character of the structure.

14. Galveston Medical Branch - Additional Surface Parking: Authorization to Construct Parking Lot Between Eleventh and Twelfth Streets and Texas Avenue and Mechanic Street, and Funding Therefor. -- Anticipating an increase in parking problems at The University of Texas Medical Branch at Galveston with the construction of the Learning Center, President Levin and System Administration submitted the following recommendations which were adopted without objection by the Buildings and Grounds Committee:

- a. That an additional surface parking lot be constructed between Eleventh and Twelfth Streets and Texas Avenue and Mechanic Street at the Galveston Medical Branch with appropriate lighting, sidewalks and site development at an estimated total project cost of \$195,000; and that the \$195,000 be authorized from the Galveston Medical Branch Project Allocation Account
- b. That completion of the project be by the Galveston Medical Branch Administration and the Department of Physical Plant with their own forces or through contract services in consultation with the Office of Facilities Planning and Construction

15. Galveston Medical Branch (Galveston Hospitals) - Addition to John Sealy Hospital: Award of Contracts for Furniture and Furnishings (Bid III) to Rockford Furniture & Carpets, Inc., Austin, Texas; Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; and Stationers, Inc., Houston, Texas. -- Upon the recommendation of President Levin and System Administration and without objection, contracts were awarded to the lowest responsible bidders as set

out below for furniture and furnishings (Bid III) for the Addition to the John Sealy Hospital at The University of Texas Medical Branch at Galveston (Galveston Hospitals):

Rockford Furniture & Carpets,
Inc., Austin, Texas

Base Proposal "A" (Lounge and
Waiting Chairs) \$ 97,950.56

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

Base Proposal "B" (Metal Desks
and Chairs) 78,897.50

Stationers, Inc., Houston, Texas

Base Proposal "C" (Nurses Chairs) 4,729.08

Total Contract Awards \$181,577.14

16. Galveston Medical Branch (Galveston Hospitals), Houston Health Science Center and University Cancer Center (M. D. Anderson) - Central Food Service Facility: Revised Inscription for Plaque.--
Upon recommendation of System Administration and without objection, the inscription approved on September 16, 1977, for the plaque to be placed on the Central Food Service Facility at Houston was amended to identify all three component institutions which had participated in the project. The revised inscription, which follows the standard pattern approved by the Board of Regents at its meeting held on October 1, 1966, is set out below:

CENTRAL FOOD SERVICE FACILITY

1976

BOARD OF REGENTS

Allan Shivers, Chairman
Dan C. Williams, Vice-Chairman
James E. Bauerle, D.D.S.
Edward Clark
Mrs. Lyndon B. Johnson
Thos. H. Law
A. G. McNeese, Jr.
Joe T. Nelson, M.D.
Walter G. Sterling

Charles A. LeMaistre, M.D.
Chancellor, The University
of Texas System
William C. Levin, M.D.
President, The University
of Texas Medical Branch
at Galveston
Charles A. Berry, M.D.
President, The University
of Texas Health Science
Center at Houston
R. Lee Clark, M.D.
President, The University
of Texas System Cancer Center

Bernard Johnson, Inc.
Project Architect
George A. Fuller Company,
Division of Northrop Corporation
Contractor

17. San Antonio Health Science Center (San Antonio Medical School and San Antonio Dental School) - Expansion (Phases I, II and III): Appointment of Committee to Award Contracts for Furniture and Furnishings. --In order that contracts can be awarded prior to the December 16, 1977 meeting of the Board of Regents, and upon the recommendation of President Harrison and System Administration, the following committee was unanimously appointed and authorized to award contracts within the funds available for the furniture and furnishings for the Expansion of The University of Texas Health Science Center at San Antonio (San Antonio Medical School and San Antonio Dental School - Phases I, II and III):

Chairman Shivers
 Committee Chairman Bauerle
 System President Walker
 Vice-President Landrum
 Director Kristoferson
 President Harrison

18. San Antonio Health Science Center - Expansion of Physical Plant Buildings Nos. 1 and 2: Report of Committee to Award Contracts for Furniture and Furnishings and Ratification of Contract Awards to Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Marshall Clegg/Associates, San Antonio, Texas; and Rockford Furniture & Carpets, Inc., Austin, Texas. --Without objection the following report of the committee to award contracts for furniture and furnishings for the Expansion of the Physical Plant Buildings Nos. 1 and 2 at The University of Texas Health Science Center at San Antonio was adopted and the actions therein ratified and confirmed:

September 22, 1977

TO THE BOARD OF REGENTS
 OF THE UNIVERSITY OF TEXAS SYSTEM:

The Special Committee appointed at the Regents' meeting held September 16, 1977, has awarded contracts for Furniture and Furnishings for the Expansion of Physical Plant Buildings Nos. 1 and 2, The University of Texas Health Science Center, San Antonio, Texas, to the low bidders as follows:

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

Base Bid "D" (Wood Furniture)	\$15,177.32
Base Bid "F" (Steel Furniture to Match Existing)	<u>2,525.65</u>

Total Contract Award to Abel Contract Furniture & Equipment Co., Inc.	\$17,702.97
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Marshall Clegg Associates,
 San Antonio, Texas

Base Bid "C" (Office Chairs)	11,995.90
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Rockford Furniture & Carpets, Inc.
Austin, Texas

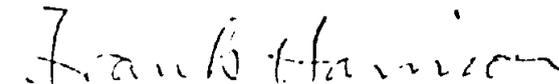
Base Bid "A" (General Office Furniture)	26,906.13
Base Bid "B" (Alternate Wood Furniture)	16,272.75
Base Bid "E" (Seating)	<u>1,630.22</u>

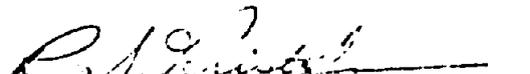
Total Contract Award to Rockford Furniture & Carpets, Inc. 44,809.10

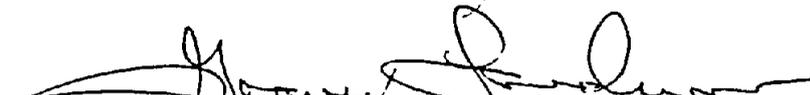
GRAND TOTAL RECOMMENDED CONTRACT AWARD \$74,507.97

No bids were received for Base Bid "G", because the Carpet Bidding escaped the Bidders' Notice. Base Bid "G" will be rebid at an early date, and because of the time involved, award will be made locally by the institution.

The funds necessary to cover these contract awards are available in the Furniture and Equipment Account for this project.

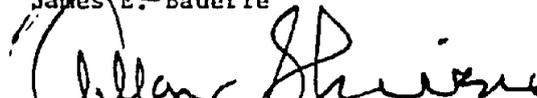

Frank Harrison


R. S. Kristoferson


Graves W. Landrum


E. D. Walker


James E. Bauerle


Allan Shivers

19. U. T. Austin - Texas Memorial Stadium: Request for Restricted Spectator Seating for President. -- Upon motion of Regent Sterling, seconded by Regent Clark, the Committee voted to investigate the possibility of enclosing a portion of the Texas Memorial Stadium - space to accommodate between 50-60 individuals - for the use of the President of The University of Texas at Austin, and further requested that the Office of Facilities Planning and Construction and any required consultants develop a cost estimate for such restricted spectator seating and report back to the Committee with recommendations. Regents Blumberg, Fly and Hay voted "No."

REPORT OF HEALTH AFFAIRS COMMITTEE (Pages 44-93). --Committee Chairman Law submitted the following report stating that all actions of the Health Affairs Committee had been taken in open session and had been approved without objection unless otherwise indicated. The report was adopted without objection:

1. U. T. Arlington: Affiliation Agreements with (a) Fielder Road Baptist Educational Center, Arlington, Texas, (b) Fort Worth Osteopathic Hospital, Inc., Fort Worth, Texas, and (c) Dallas Intertribal Center, Dallas, Texas (School of Nursing)(Clinical Training of Nursing Students). -- Upon the recommendation of President Nedderman, concurred in by System Administration, unanimous approval was given to the proposed affiliation agreements between the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Arlington School of Nursing and the following facilities. These agreements will provide facilities for the clinical training of the nursing students at U. T. Arlington and are based on the model agreement for the School of Nursing approved by the Board of Regents on July 9, 1976:

<u>Facility</u>	<u>Location</u>
(a) Fielder Road Baptist Educational Center	Arlington, Texas
(b) Fort Worth Osteopathic Hospital, Inc.	Fort Worth, Texas
(c) Dallas Intertribal Center	Dallas, Texas

2. U. T. Austin: Affiliation Agreements with (a) San Antonio State Hospital, San Antonio, Texas (College of Pharmacy) and (b) Austin Independent School District, Austin, Texas (School of Nursing)(Clinical Training of Pharmacy and Nursing Students, Respectively). -- Unanimous approval was given to the affiliation agreements between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin for the programs specified below, and the following facilities:

<u>Facility and Location</u>	<u>Program</u>
(a) San Antonio State Hospital San Antonio, Texas	U. T. Austin College of Pharmacy
(b) Austin Independent School District Austin, Texas	U. T. Austin School of Nursing

The affiliation agreements are based on the model agreements for the College of Pharmacy and the School of Nursing approved by the Board of Regents on September 12, 1975, and July 9, 1976, respectively. The use of these respective facilities will provide for the clinical training in pharmacy clerkships and for the clinical training of nursing students.

3. U. T. El Paso: Affiliation Agreements with (a) West Texas Regional Adult Probation Department, (b) Newark Methodist Maternity Hospital, (c) Family Planning Institute, and (d) Tigua General Hospital, all of El Paso, Texas (College of Nursing)(Clinical Training of Nursing Students). -- The Health Affairs Committee unanimously approved the affiliation agreements, recommended by President Templeton and concurred in by System Administration, between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at El Paso College of Nursing, and the following facilities which are all located in El Paso, Texas. These agreements are based on the model affiliation agreement for nursing approved by the Board of Regents on July 9, 1976, and will provide for the clinical training of nursing students:

- (a) West Texas Regional Adult Probation Department
- (b) Newark Methodist Maternity Hospital
- (c) Family Planning Institute
- (d) Tigua General Hospital

4. Dallas Health Science Center (Dallas Allied Health Sciences School): Affiliation Agreements with (a) Silver Leaves Nursing Home, Garland, Texas, (b) Twilight Nursing Home, Corsicana, Texas, (c) Crestview Nursing Home, Dallas, Texas, for Clinical Training in Gerontology Services Administration; (d) Cerebral Palsy Treatment Center, Houston, Texas, (e) El Paso Rehabilitation Center, El Paso, Texas, (f) North Central Texas Home Health Agency, Inc., Fort Worth, Texas, (g) Sports Medicine Clinic of North Texas, Dallas, Texas, and (h) West Texas Rehabilitation Center, Abilene, Texas, for Clinical Training in Physical Therapy. -- Upon the recommendation of President Sprague, concurred in by System Administration, unanimous approval was given to affiliation agreements between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Health Science Center at Dallas School of Allied Health Sciences, and the following facilities. These agreements are based on the model for the School of Allied Health Sciences approved by the Board of Regents at its meeting September 12, 1975:

<u>Facility</u>	<u>Location</u>
(a) Silver Leaves Nursing Home	Garland, Texas
(b) Twilight Nursing Home	Corsicana, Texas
(c) Crestview Nursing Home	Dallas, Texas
(d) Cerebral Palsy Treatment Center	Houston, Texas
(e) El Paso Rehabilitation Center	El Paso, Texas
(f) North Central Texas Home Health Agency, Inc.	Fort Worth, Texas
(g) Sports Medicine Clinic of North Texas	Dallas, Texas
(h) West Texas Rehabilitation Center	Abilene, Texas

The use of the facilities (a) through (c) [Page 45] will provide for the clinical training of allied health sciences students in the gerontology services administration program, and those facilities (d) through (h) will provide additional opportunities for the training of allied health sciences students in physical therapy.

5. Galveston Medical Branch: Increase in Graduation Fee (Catalog Change). -- President Levin recommended and System Administration concurred that the mandatory graduation fee be increased from \$24 to \$32 effective September 1978 at The University of Texas Medical Branch at Galveston. This fee includes the cost of diplomas, academic regalia, rental of facilities, preparation of programs and miscellaneous costs.

After due consideration, this increase was approved without objection though Regent (Mrs.) Blumberg stated that she did have reservations about it.

It was ordered that the next appropriate catalog published by the Galveston Medical Branch be changed to reflect the approved graduation fee.

6. Houston Health Science Center: Affiliation Agreement with Lamar Consolidated Independent School District, Rosenberg, Texas (School of Nursing)(Clinical Training of Nursing Students). -- The Health Affairs Committee unanimously approved an affiliation agreement between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Health Science Center at Houston School of Nursing, and the Lamar Consolidated Independent School District, Rosenberg, Texas, upon the recommendation of Acting President Blocker, concurred in by System Administration. This agreement is based on the model affiliation agreement for the School of Nursing approved by the Board of Regents July 9, 1976. Use of the Lamar Consolidated Independent School District facilities will provide a practice laboratory and educational experience for the nursing students.

7. Houston Health Science Center (Houston Dental Branch): Amendment of Affiliation Agreement and Reimbursement Agreement for Community Dentistry Program with Harris County Hospital District, Houston, Texas. -- Acting President Blocker recommended, and System Administration concurred, that an Amendment of Affiliation Agreement (approved by the Board of Regents on July 27, 1973) and a Reimbursement Agreement between the Board of Regents of The University of Texas System for and on behalf of the Houston Dental Branch of The University of Texas Health Science Center at Houston and the Harris County Hospital District, Houston, Texas, be approved. The Health Affairs Committee unanimously approved the Amendment of Affiliation Agreement and the Reimbursement Agreement which are set out on Pages 47-51 and Pages 52-58, respectively.

The Amendment of Affiliation Agreement provides for the establishment of a Community Dentistry Program; and the Reimbursement Agreement provides for recovery of costs to the Houston Dental Branch by the Harris County Hospital District for dental services provided in the Community Dentistry Program.

NOV 11 1977 803

THE STATE OF TEXAS)
 (
COUNTY OF HARRIS)

AMENDMENT OF AFFILIATION AGREEMENT

THIS AMENDMENT, made and entered into by and between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Health Science Center at Houston Dental Branch, hereinafter referred to as "Dental Branch," and the Harris County Hospital District, a political subdivision organized under the laws of the State of Texas, hereinafter referred to as "District;"

W I T N E S S E T H:

WHEREAS, the District and the Dental Branch have previously entered into an Affiliation Agreement for the period August 1, 1973 until August 31, 1978, which included programs of dental education for graduate and undergraduate dental students, with the Dental Branch to provide qualified oral surgeons to supervise and direct professional services to inpatients and outpatients; and

WHEREAS, the parties desire to amend the above described Agreement so as to clarify their present understandings and agreements and to extend the same to include additional programs such as community dentistry, including reimbursement for such additional costs of dental service under this Amendment;

NOW, THEREFORE, in consideration of the mutual benefits the parties hereby agree to amend the above described Affiliation Agreement and the same is hereby amended as follows:

1. Paragraph (4) Oral Surgery is deleted in its entirety from the original Affiliation Agreement and the following paragraph is submitted in lieu thereof:

(4) DENTAL PERSONNEL, SUPPLIES, SERVICES AND PROGRAMS:

The Dental Branch hereby agrees to provide the District, pursuant to this Amended Affiliation Agreement, qualified dental personnel to maintain the existing Oral Surgery Program and to extend the Original Affiliation Agreement to include a general dental service program with Dental Branch's Community Dentistry Department. The Dental Branch agrees to provide sufficient qualified

dental students and dental service personnel and supplies as specified in the General Dental Service Reimbursement Agreement, and the District and Dental Branch agree to continue the current reimbursement agreement for the dental staffing of the District's oral surgery programs being operated by the Dental Branch. The Dental Branch shall make provisions for establishing a general dental service program, including community dentistry, which is to be located at a remote facility and which is for the purpose of providing dental services for District's eligible patients who do not possess a third party means of payment. This remote facility is to be staffed by Dental Branch's Community Dentistry Department when opened by the District, provided the space and facilities for such service shall be available and adequate, as determined by Dental Branch. The Dental Branch is to have the responsibility for providing all personnel and supplies necessary for such a complete dental service program. Dental Branch shall also be responsible for the direction, supervision and control of all dental personnel including but not limited to, dental students located at the remote facility.

It is specifically agreed that Affiliation Agreement, as amended, shall include the above specified dental programs for oral surgery and general dental service, including community dentistry, and shall also govern such other dental programs which the District may wish to establish with the Dental Branch in the future.

2. Paragraph (5) Reimbursement to Dental Branch is deleted in its entirety and the following substituted in lieu thereof:

(5) REIMBURSEMENT TO DENTAL BRANCH:

During the term of this Affiliator Agreement the District shall in no event be obligated to reimburse the Dental Branch an amount which exceeds the actual cost incurred by the Dental Branch. The Dental Branch as part of the consideration for such reimbursement shall supervise all training and research activities conducted under the auspices of the Dental Branch within the District's facilities. The District shall have the right to bill, in its own name, charges for professional services rendered to District patients to

the extent that same may be ethical and lawful, and the Dental Staff appointed by the Dental Branch shall cooperate with the District in processing insurance, Medicare, Medicaid, and other applications and forms in order that the District may fully recover all sums of money due and owing to it for services rendered; and the District shall provide the Dental Branch upon reasonable request therefor received from time to time, with a full accounting of any and all payments received from such sources. The Dental Branch shall provide the District no later than thirty (30) days prior to March 31 of each calendar year with a detailed list of all anticipated costs for the operation of each dental program in the District's facilities from April 1 of such calendar year to March 31 of the next calendar year.

The District shall based upon the annual cost estimates submitted by the Dental Branch advise the said Dental Branch of the total amount that the District determines will be available for inclusion within its annual budget. After final approval of said Budget by the Harris County Commissioners Court, the District shall provide the Dental Branch with an annual Reimbursement Agreement setting forth the actual cost limitation approved for that year's operation of the specific dental programs. The amount specified in the annual Reimbursement Agreement shall constitute the maximum reimburseable sum recoverable by the Dental Branch for that year's operations under the included dental programs, as same are specifically identified in such reimbursement provisions and agreements. The annual Reimbursement Agreement shall control the Hospital District's reimbursement liability to the Dental Branch under this Amended Affiliation Agreement.

3. Paragraph (6) Appointments of Medical Staff is deleted in its entirety and the following substituted in lieu thereof:

(6) APPOINTMENTS TO THE AFFILIATED DENTAL PROGRAMS

Appointments to the Affiliated Dental programs of the District whether located within its hospitals, or such other facilities that are operated by the District and staffed by the Dental Branch, shall be made annually based upon the recommendation of the Dental Branch and subject to the approval by the Board of Managers of the District.

4. Paragraph (7) Chief of Oral Surgery Department is deleted in its entirety and the following substituted in lieu thereof:

(7) MEDICAL STAFF AND DEPARTMENT APPOINTMENTS:

The District shall appoint the Dean of the Dental Branch or such person's designee to be Chief of the Oral Surgery Service. The same appointment shall be made for the Community Dentistry Department or such other dental programs as may be established pursuant to the original Affiliation Agreement and this Amendment. In addition, the District agrees to appoint the Dean of the Dental Branch or such person's designee as a member of its Hospital Medical Staff, said appointment being agreed to upon recommendation of the Medical Board of its Hospitals. Should the Dental Branch request, the District agrees to appoint such Dean or such person's designee to the chief of such other dental service or department of the Hospital Medical Staff where such appointment would not conflict with existing medical staff agreements.

5. The following additional paragraphs are hereby incorporated by reference into the existing Affiliation Agreement and made a part thereof for all purposes.

13. REMOVAL AUTHORITY:

The Board of Managers of the District shall have the right to determine and advise the Dental Branch that the presence of any faculty member or student shall no longer be permitted to remain on District's premises, pursuant to this Amended Agreement, including students who may be assigned to the District's facilities by the Dental Branch, and the Dental Branch shall comply with such advisory. Dental Branch may in its discretion conduct a review of such person's or persons' participation. University will advise such person of the withdrawal of any rights to remain on District's premises.

14. HOSPITAL DISTRICT MEDICAL AND ELIGIBILITY RECORDS:

The Dental Branch hereby agrees to require all dental service personnel provided at the District's facilities to adhere to District policies established pursuant to Article 4494n V.T.C.S. concerning patient eligibility and to allow and, where necessary, to assist District personnel to obtain execution of proper consent forms to be provided by the District. The Dental Branch further agrees to require all personnel which it may provide pursuant to this agreement to adhere to all District policies and procedures governing

NOV 11 1977

the preparation, maintenance and control of all medical and dental records determined necessary by the District either for its use and/or to comply with all Federal, State and local laws, regulatory agencies, and accrediting authorities. No agreement of the Dental Branch made pursuant to this paragraph shall prevent it from maintaining such consent forms or records in addition to the District consent forms or records where such are determined necessary by the Dental Branch. The Dental Branch shall not, under any circumstances, be responsible for such records regarding referral to the Dental Branch or to the District of patients who are the responsibility of persons who are not personnel of either the Dental Branch or the District or both.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals each of equal force on this 27th day of October, 1977, on behalf of the Harris County Hospital District, by the Chairman of the Board of Managers and attested by its Secretary duly authorized by Motion of the Board, and on this _____ day of _____, 1977, on behalf of the Dental Branch, by the Chairman of the Board of Regents of the University of Texas System, pursuant to the order of the Board of Regents, so authorizing.

HARRIS COUNTY HOSPITAL DISTRICT

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

BY: *Justin R. Reese*
Chairman

BY: _____
Chairman

ATTEST: *W. S. [Signature]*
Secretary

ATTEST: _____
Secretary

APPROVED AS TO CONTENT:

President of the University of Texas System

Gene R. [Signature]
Vice President for Health Affairs

APPROVED AS TO FORM:

Barr McCullen
University Attorney

108

FISCAL YEAR 1977 - 1978 REIMBURSEMENT AGREEMENT BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
AND HARRIS COUNTY HOSPITAL DISTRICT

THIS AGREEMENT of reimbursement made and entered into by and between the Harris County Hospital District, a political subdivision organized under the laws of the State of Texas, hereinafter referred to as the "District," and the Board of Regents of The University of Texas System, the State University System organized and existing under the Constitution and laws of the State of Texas, acting hereinafter for and on behalf of The University of Texas Health Science Center at Houston's Dental Branch, hereinafter referred to as "Dental Branch";

WITNESSETH:

WHEREAS, the District and Dental Branch have previously entered into an Affiliation Agreement for the period August 1, 1973, until August 31, 1978, unless sooner terminated; and

WHEREAS, the above Affiliation Agreement and amendments thereto provide for the District to reimburse the Dental Branch by separate agreement for the cost of dental service, with the exception of oral surgery programs, provided by the Dental Branch at Jefferson Davis Hospital, Ben Taub General Hospital, and such remote facilities as may be established by the District; and

WHEREAS, the District and the Dental Branch have since the initial year of the above affiliation accomplished the reimbursement provision by informal agreements; and

WHEREAS, it is mutually recognized and agreed that a necessity exists pursuant to the amendment, of even date herewith, to the existing Affiliation Agreement to formalize such annual reimbursement payments, with the exception of the oral surgery programs.

NOW, THEREFORE, the District and the Dental Branch

hereby enter into this Reimbursement Agreement for the District's Fiscal Year 1977-78 as follows, to wit:

1. PURPOSE: It is the purpose and intention of the parties in entering into this agreement to establish the obligations of the parties with regard to the payment of reimbursable costs under the Amended Affiliation Agreement for such personnel, supplies and services to be provided by the Dental Branch during the District's Fiscal Year 1977-78.

2. ESTIMATED COST REIMBURSEMENT: The Dental Branch has provided the District with a request for cost reimbursement of the general dental services, with the exception of the heretofore existing oral surgery programs, to be operated in facilities to be provided by the District, and the District has placed in its annual budget for its Fiscal Year beginning April 1 and ending March 31, 1978, the following:

SALARIES:

Dentists	\$ 50,000.00
Dental Assistants	110,544.00
Clerk	6,000.00
Reimbursable Benefits	17,000.00

DENTAL SUPPLIES 54,300.00

LAB SUPPLIES 5,000.00

\$242,844.00

INSTRUMENT REPLACEMENT \$ 3,000.00

REPAIR OF UNITS 5,400.00

REPAIR OF HANDPIECES 2,500.00

MILEAGE (SUPERVISOR AND TEACHER) 4,500.00

CONTINGENCIES 2,000.00

\$260,244.00

TOTAL \$260,244.00

The District understands and agrees that the above amounts constitute merely the Dental Branch's estimate of the actual costs related to the above categories, and that no provision contained within this Agreement shall be so

construed as to require the Dental Branch to adhere to these categorical amounts; provided, however, the Dental Branch's right of reimbursement and the obligation of the District for reimbursement shall be governed by and limited solely by the maximum reimbursable amount provided for in paragraph three (3) of this Agreement.

3. LIMITATION OF LIABILITY FOR EXPENDITURES: Prior to the execution of this Agreement, the District has advised the Dental Branch, and the Dental Branch understands and agrees, such understanding and agreement between the parties being the absolute essence of this Reimbursement Agreement, that the District shall have available the total maximum sum of \$260,244.00 specifically allocated to discharge in full any and all liabilities which may be incurred by the District for all reimbursable costs herein specified and to be provided by the Dental Branch during the District's Fiscal Year 1977-78, and that the total of any and all reimbursable costs to Dental Branch for providing the required supplies and services and for all fees, compensation of any sort, and any and all costs for any and all things or purposes ensuing under or out of this Reimbursement Agreement, or the existing Affiliation Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding or subsequent provisions of this Agreement or the existing Affiliation Agreement and the amendments thereto which might in any light by any person be interpreted to the contrary. The Dental Branch does further understand and agree, said understanding and agreement also being of the absolute essence to this Agreement, that the total maximum compensation that the Dental Branch may become entitled to hereunder and the total maximum sum that the District shall become liable to pay the Dental Branch under this Agreement or the existing

Affiliation Agreement during the District's Fiscal Year 1977-78, shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$260,244.00.

It is specifically recognized that this total amount of \$260,244.00 is to be in addition to the amount currently in effect and being paid for the previously existing oral surgery program. The said \$260,244.00 is solely for general dental service in addition to such present dental services being performed, and which will continue to be performed, separate and apart from this agreement.

In accordance with this limitation or the District's obligation to provide the specified maximum reimbursement sum, the Dental Branch shall not be obligated to incur any or all costs which may be in excess of said sum, it being agreed by the District and the Dental Branch that said sum represents the maximum available consideration by and between the parties for the additional dental services subject to this Reimbursement Agreement. In accordance with the foregoing, the Dental Branch shall not be required to provide any services or supplies or both in excess of said total sum of \$260,244.00, without regard to the specific categories set forth in the estimated cost reimbursement in paragraph two (2) above.

4. PAYMENT: In consideration of the independent dental supplies, services, personnel and students to be provided by the Dental Branch within the District's facilities during its Fiscal Year 1977-78, the District agrees to pay and the Dental Branch agrees to accept the actual costs incurred as full compensation for all supplies, services and personnel provided during such Fiscal Year; provided, however, in no event will the District be liable to the Dental Branch for any amount in excess of the \$260,244.00 as provided in paragraph three (3), Limitation of Liability for Expenditures; and provided further that in no event will the Dental Branch be liable to the District

for such supplies, services, personnel and students during said Fiscal Year 1977-78 at a cost therefor in excess of said \$260,244.00, as specified in paragraph three (3) above.

On or before the 15th day of each month during the term of this Reimbursement Agreement the District agrees to pay the Dental Branch the greater of the actual cost of the monthly expenditures incurred by the Dental Branch or one-twelfth (1/12) of the maximum reimbursement liability specified herein, but in no event shall the total payments made pursuant to this paragraph exceed the maximum reimbursement liability provided in paragraph three (3) of this Reimbursement Agreement. The Dental Branch shall provide the District with a monthly invoice specifying the actual costs incurred in providing the necessary dental supplies, services and personnel, and the District shall adjust any subsequent monthly payment to reflect the actual costs of such dental supplies, services and personnel incurred by the Dental Branch. Total payments by the District hereunder shall not, in any event, exceed the maximum reimbursement liability contained in paragraph three (3) above. Total costs to the University hereunder shall not exceed the estimated reimbursement in paragraph two (2) above.

In the event that, during the monthly payments and adjustments herein provided, the costs to the Dental Branch shall exceed the total amount herein specified, then the Dental Branch shall not be required to incur any additional costs. It is specifically agreed, and is stated by the parties to be the essence of this contract, that under no circumstances shall the estimated costs to the Dental Branch exceed the sums anticipated to be available from the District under the applicable accounting procedures.

5. ASSIGNMENT: This Agreement shall bind and benefit the respective parties and their legal successors, but

shall not otherwise be assignable in whole or in part, by either party without first obtaining written consent of the other party.

6. LEGALITY: This Agreement shall be subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, and of any regulatory body thereof having jurisdiction.

7. MODIFICATION: This Agreement shall not in any way modify, amend or change the existing Affiliation Agreement or Amendments thereto between the District and the Dental Branch, except as specifically provided. In addition, unless otherwise provided, this Agreement shall be subject to change or modification only upon the written consent of all of the governing bodies of the parties hereto.

8. CONSTRUCTION OF AGREEMENT: The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author this agreement.

9. TERM: It is the intention of each party hereto that the funding term of this Reimbursement Agreement shall be for one (1) year from April 1, 1977, to March 31, 1978.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals each of equal force on this 27th day of October, 1977, on behalf of the Harris County Hospital District, by the Chairman of the Board of Managers and attested by its Secretary duly authorized by motion of the Board, and on this _____ day of _____, 1977, on behalf of the Dental Branch, by the Chairman of the Board of Regents of the University of Texas System, pursuant to the order of the Board of Regents, so authorizing.

HARRIS COUNTY HOSPITAL DISTRICT

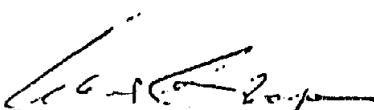
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By Laurentia Phoebe
Chairman

By _____
Chairman

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ATTEST:

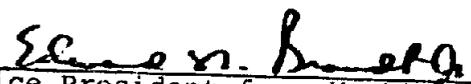

Secretary

ATTEST:

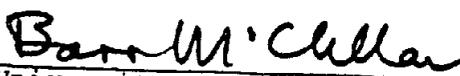
Secretary

Approved as to Content:

President of The University
Of Texas System


Vice President for Health
Affairs

Approved as to Form:


University Attorney

8. Houston Health Science Center (Houston Allied Health Sciences School): Establishment of Certificate Programs for Training of Emergency Medical Technicians. -- Upon the recommendation of Acting President Blocker, concurred in by System Administration, unanimous approval was given to establish certificate programs, basic and advanced, for the preparation of emergency medical technicians and for refresher courses for each category at The University of Texas Health Science Center at Houston School of Allied Health Sciences.

These programs will be conducted by faculty members of the Houston Medical, Nursing and Allied Health Sciences Schools and will require the appointment of three new faculty. Adequate funding from grant and outside sources is available for these programs. It is not necessary to submit programs of this type to the Coordinating Board, Texas College and University System for its consideration.

9. Houston Health Science Center (Houston Allied Health Sciences School): Affiliation Agreement with Rice University, Houston, Texas (Training in Nutrition and Dietetics). -- Unanimous approval was given to Acting President Blocker's recommendation, concurred in by System Administration, for an affiliation agreement between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Health Science Center at Houston School of Allied Health Sciences, and Rice University, Houston, Texas. The affiliation with Rice University will provide additional opportunities for allied health sciences students in the field of nutrition and dietetics. This agreement is based on the model for the School of Allied Health Sciences approved September 12, 1975, by the Board of Regents.

10. San Antonio Health Science Center (San Antonio Dental School): Authority to Change Name of Department of Pedodontics to the Department of Pediatric Dentistry and to Submit to Coordinating Board for Approval. -- President Harrison recommended, and System Administration concurred, that the name of the Department of Pedodontics be changed to the Department of Pediatric Dentistry at the San Antonio Dental School of The University of Texas Health Science Center at San Antonio. The Health Affairs Committee unanimously approved this name change which serves as a more functional name for the department and authorized its submission to the Coordinating Board, Texas College and University System for its consideration.

No change in the organization, composition, operation or budget of the existing department is involved.

11. Tyler Health Center: Authority to Establish Medical Service, Research, Development Plan. -- The Medical Service, Research, Development Plan as set out on Pages 60-70 for The University of Texas Health Center at Tyler was unanimously approved. This plan conforms to previously approved programs for the other medical institutions of The University of Texas System and has been approved by the Office of General Counsel.

MEDICAL SERVICE, RESEARCH, DEVELOPMENT PLAN
OF
THE UNIVERSITY OF TEXAS HEALTH CENTER AT TYLER
(HEREINAFTER CALLED PLAN)

TITLE I.
ORGANIZATION

1.00 It is the purpose to create a Plan for management of the professional income of physicians and dentists of the full time staff of The University of Texas Health Center at Tyler. The Plan will create an Institutional Trust Fund, and within this Trust Fund there will be established a Development Fund. It will designate the portion of the Institutional Trust Fund to be available in support of physician and dentist compensation and other functions pertaining to education, research, and patient care activities. The Plan will provide its administrative expense.

1.10 THE MEMBERSHIP

1.11 Membership in the Plan is required of all full time physicians and dentists (hereinafter called the Member.) The Membership shall exercise final local authority over all organizational matters relating to the Plan, except where that authority is specifically delegated herein, subject to approval of the President of The University of Texas System. All Members shall be entitled to participate in the deliberations of the Plan and vote upon all business brought before the Plan in general session and be eligible

for election to any committee of the Plan. To expedite the business of the Plan, there shall be a Board of Directors, hereinafter incorporated in Section 1.18, et seq.

1.12 MEETINGS

The Membership shall meet in general session semi-annually in September and March on a date and place designated by the Chairman of the Board of Directors. Notice of the semi-annual meetings and an agenda shall be distributed to each member at least ten (10) days prior to the meeting.

Special meetings may be called by the Board of Directors or the Chief Administrative Officer or upon petition of one-third of the Members. Special meetings require the same notice.

1.13 PRESIDING OFFICER

The Chairman of the Board of Directors or, in his absence, the Vice Chairman, shall preside. The Secretary of the Board of Directors shall serve as the Secretary of the Plan.

1.14 RULES OF ORDER

The rules of order are incorporated in these Bylaws. Rules of order are appended as Exhibit A.

1.15 QUORUM

Fifty percent (50%) of the Membership shall constitute a quorum.

1.16 VOTING

1.161: Each Member shall have one vote.

1.162: Except where otherwise specified within these Bylaws, a simple majority shall prevail.

1.17 PROCEEDINGS

Minutes of each meeting shall be prepared by the Secretary, published, and circulated to each Member.

1.18 BOARD OF DIRECTORS

1.19 COMPOSITION

The Board of Directors is composed of:

- A. Chief Administrative Officer
- B. Chief of Staff
- C. Three Members-at-Large, at least one of which shall be a member of the Medical Staff Executive Committee to be elected by the Plan Membership at the September meeting.
- D. The Fiscal Manager of the Plan shall be an ex officio Member without vote.

1.20 POWERS

- A. The Board of Directors shall exercise full powers of the Membership.
- B. The Board of Directors shall exercise responsibility for the operational aspects for the Administration of the Plan hereinafter defined in Section 1.30.
- C. The Board of Directors may create committees from the Directors or from the Membership to act upon specific matters when necessary.
- D. The Board of Directors shall report its activities to the Membership at the semi-annual meetings.
- E. The Board of Directors shall be advisory to the Chief Administrative Officer on all matters relating to the Plan.

1.21 MEETINGS

The Board shall meet at least quarterly on call of the Chairman. Special meetings may be called by the Chief

Administrative Officer or on the written petition of any two Members of the Board,

1.22 OFFICERS

The officers of the Board will be the Chairman, the Vice Chairman, and the Secretary. The officers shall be elected by the Board for the ensuing year at the meeting of the Board of Directors in the first quarter following the election of the Board Members by the Membership of the Plan. The terms of office shall be from the day of election until the next annual election.

1.23 QUORUM

Three voting Members of the Board of Directors shall constitute a quorum.

1.24 VOTING

Except where otherwise specified within these Bylaws, a simple majority vote shall prevail.

1.30 OPERATION OF THE PLAN

1.301: A Business Office will be maintained by the Plan for the administration of its affairs.

1.302: The Fiscal Manager shall be the general administrative officer and business manager. The Fiscal Manager and staff, if any, shall be under the direction and supervision of the Chief Administrative Officer and Board of Directors.

1.303: All expenses of operation of the Plan shall be paid from the income of the Institutional Trust Fund.

1.304: An annual summary and budget proposal must be submitted as required by the Board of Regents of The University of Texas System. An account-

ing must be submitted by the Fiscal Manager to the Board of Directors at each quarterly meeting.

II. INSTITUTIONAL TRUST FUND

TITLE II.

INSTITUTIONAL TRUST FUND

2.00 THE INSTITUTIONAL TRUST FUND WILL PROVIDE MONIES FOR:

- A. The Operation of the Fund
- B. The Development Fund

2.10 SOURCE OF INCOME

Pursuant to the Member's contract with the Health Center, each Member shall assign his professional fees to the Institutional Trust Fund.

2.11 DETERMINATION AND COLLECTION OF PROFESSIONAL FEES

The professional charges shall be determined by the Chiefs of Services, and shall be in keeping with fees and charges customarily made for similar services in the Tyler area. Collections shall be deposited in the Institutional Trust Fund through the Business Office of the Plan. Methods of billing and collecting shall be the responsibility of the Business Office of the Plan. The Chief Administrative Officer shall have the ultimate responsibility for the fiscal integrity of the operation.

2.12 PROFESSIONAL FEES

Professional fees shall include the following:

- 2.121: Fees generated within The University of Texas Health Center at Tyler, including third party payment plans.
- 2.122: Fees from all professional consultations and services.
- 2.123: All other professional income with the exception of the following:

- (a) Honoraria, royalties, non-professional retainers;
- (b) Payment for editing scientific publications; and
- (c) Consultation fees (honoraria) as a consultant to any branch of government.

2.13 FUNDS FOR OPERATION OF THE PLAN AS SPECIFIED IN SECTION 1.30

2.14 THE DEVELOPMENT FUND

2.141: Purpose--The Development Fund shall be expended to enhance and support the programs of the Health Center to develop and maintain the highest excellence of patient care, education, and research.

2.142 Source of Income--After payment of the expense of operating the Plan and supplementing the salaries of the Health Center's medical staff, as shown by the Budget of The University of Texas System, the remainder shall be allocated to the Development Fund which will be budgeted for expenditure as indicated in Section 2.15 as hereinafter outlined.

2.15 OPERATION OF THE PLAN

Expenditures from the Institutional Trust Fund for the operation of the Plan will be governed by the budget proposed by the Board of Directors and approved by the Chief Administrative Officer and the Board of Regents of The University of Texas System. In preparing this budget, the augmentation of any Member's salary will be subject to a maximum limitation of fifty percent (50%) of the base salary paid to such Member.

III. MISCELLANEOUS PROVISIONS

TITLE III
MISCELLANEOUS PROVISIONS

3.00 ETHICS

The principles of medical ethics of the American Medical Association and the principles of dental ethics of the American Dental Society are accepted as the governing code of ethics by the physician and dentist Members of the Plan.

3.10 BYLAWS AMENDMENTS

Amendments to the Bylaws require a two-thirds majority vote of Members at any regular meeting of the Plan, provided the amendment shall have been offered at a previous meeting or by written notice not less than thirty (30) days prior to the regular meeting. Amendments shall take effect upon adoption by the Members and approval by the Board of Regents of The University of Texas System.

3.11 CONTRACT FOR MEMBERS

A suitable contract for Members shall be executed between each Member and the Health Center. By adoption by the Members, this contract form shall be incorporated as Exhibit B in these Bylaws.

3.12 TERMINATION OF MEMBERSHIP AND DISSOLUTION

3.121: A Member leaving the full time employment of the Health Center terminates his Membership in the Plan without recourse.

3.122: The Plan may be dissolved by the Chief Administrative Officer upon recommendation of the Board of Directors and three-fourths of the entire Membership or by the Board of Regents of The University of Texas System. All monies residual in the Trust Fund at the time of dissolution shall be utilized to discharge obligations of the Plan with the balance to

become the property of The University of Texas Health Center at Tyler, Texas.

3.13 ADOPTION OF THE PLAN

These Bylaws were adopted by a majority of those eligible to vote who were assembled in the Staff Room of The University of Texas Health Center at Tyler on August 31, 1977.

Chairman
Board of Directors

APPROVED:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

University Attorney

President, U. T. System

EXHIBIT A

RULES OF ORDER

AGENDA: All items of business not requiring formal action by the Membership, unless an objection is registered, accepted "for information only."

All items of business requiring action by the Membership must be in the form of a resolution.

DEBATE: Each Member is entitled to speak to a given resolution so long as the discussion is germane. The Chairman will not curtail discussion but reserves the right to limit each discussor to ten minutes when necessary and according to parliamentary procedures.

AMENDMENT: Any resolution may be changed or altered to reflect more accurately the wishes of the Membership by a resolution to amend. It, in turn, will be open to debate and will be subject to motions to limit debate and to close debate.

Finally, the motion to amend will be voted. At this point, should the amendment pass, the original resolution becomes the "resolution-as-amended" and it now is subject to debate. Should the motion to amend fail, the original motion is upon the floor and subject to debate and to all other procedural motions.

PROCEDURAL MOTIONS ARE USED PRIMARILY TO INFLUENCE THE COURSE OF A SUBSTANTIVE RESOLUTION THROUGH DEBATE. IF A MEMBER WISHES:

A. To force a vote upon an issue

Previous Question: This motion stops all debate. If passed, the main motion is now voted upon. "I move the previous question." (2/3 vote)

B. To delay action

1. Refer: This motion causes the resolution to be referred to a committee for further study. It usually designates the committee and the time it shall report.

"I move this motion be referred to _____ committee for further study and report at the next meeting." (majority vote)

2. Table: This motion stops consideration of the item. Once adopted, the measure can be considered again by a motion "to take from the table."

"I move this resolution be tabled." (majority vote)

3. Postpone: This motion postpones all action until a specified time or event, at the same meeting or the next meeting.

"I move consideration of this motion be postponed until _____." (majority vote)

C. To expedite procedure

Limit debate: This motion usually limits the time of each Member for discussion. Practically, however, this is of little use in the Membership.

"I move that each Member be limited to _____ minutes of debate." (2/3 vote)

D. To reconsider the vote on a previous item of business

1. Reconsider: This motion permits debate and another vote on a resolution passed or defeated at the same session.

"I voted for _____ (the motion) and move reconsideration of the vote." (majority vote)

2. Rescind: This motion permits repeal of motions passed by the Membership at a previous meeting. (2/3 vote) (Technically, it might be better to introduce a whole new resolution that, in effect, overcomes the action previously passed.)

E. To test the consensus of opinion to a motion

Postpone indefinitely: This motion is of little use to the Membership because all matters are upon the agenda. However, should the opponents of a surprise motion wish to test the assembly, this motion opens debate and permits those opposed to speak for the motion to postpone indefinitely.

"I move consideration of this motion be postponed indefinitely." (majority vote)

F. Roberts' Rules of Order will be accepted as final authority for parliamentary procedures other than those described herewith.

EXHIBIT B

AGREEMENT FOR PARTICIPATION IN THE MEDICAL
SERVICE, RESEARCH, AND DEVELOPMENT PLAN OF
THE UNIVERSITY OF TEXAS HEALTH CENTER AT
TYLER, TEXAS

It is hereby agreed between The University of Texas Health
Center at Tyler (Hospital), and _____

(Doctor), that the Doctor, subject to the terms of the Medical Ser-
vice, Research, and Development Plan shall become a Member of the
Plan. Member income from the Plan will be determined annually
prior to the beginning of the fiscal year.

The Doctor further agrees that he will comply with the Bylaws
of the Plan and will fully cooperate with the other Members there-
of and the Hospital, in carrying out the purposes of the Plan.

In consideration of the Doctor's participation in the Plan,
the Doctor hereby assigns to the Institutional Trust Fund all fees
charged and received by him/her for the professional services
enumerated in this Plan. This assignment shall be an absolute
agreement, subject only to the conditions that the fees collected
shall be used for the purposes as stated in the Plan. Hence, the
Doctor further agrees that all monies received by him/her for such
fees will be promptly turned over to the Business Office of the
Medical Service, Research, and Development Plan and all checks made
payable to the Doctor for such fees will be promptly endorsed and
delivered to such Business Office. However, this assignment does
not cover the salary received from the State, nor reimbursement for
expenses actually incurred.

It is understood that a Member terminating employment at the
Hospital is automatically terminated from Membership in the Plan.

Doctor

Chief of Staff

APPROVED:

Chief Administrative Officer

12. Tyler Health Center: Approval of Proposed Bylaws, Rules and Regulations of Medical Staff as Amended. -- The proposed Bylaws, Rules and Regulations of the Medical Staff of The University of Texas Health Center at Tyler were amended (a) upon the suggestion of Regent Law by deleting "Article XIV" and "Article XV" since these were not a part of the Bylaws but were the "Rules and Regulations" and "Adoption" respectively, and (b) upon the suggestion of Regent Fly by deleting the second sentence of Section 14 of the Rules and Regulations which reads: "The completed consultation request to members of the consulting staff, except for radiologists and pathologists, will be forwarded through the chief of service to the chief of staff for approval."

The Bylaws, consisting of Articles I - XIII (Pages 71-91), and the Rules and Regulations of the Tyler Health Center (Pages 91-93) and the Adoption (Page 93) were approved as amended in the following form:

BYLAWS, RULES AND REGULATIONS
OF THE MEDICAL STAFF
THE UNIVERSITY OF TEXAS HEALTH CENTER AT TYLER

PREAMBLE

WHEREAS, The University of Texas Health Center at Tyler is a component institution of The University of Texas System, organized under the laws of the State of Texas, and

WHEREAS, its purpose is to serve as a hospital providing patient care, education and research; and

WHEREAS, it is recognized that the medical staff is responsible for the quality of medical care in the hospital and must accept and discharge this responsibility, subject to the ultimate authority of the Board of Regents of The University of Texas System, and that the cooperative efforts of the medical staff, the chief administrative officer and the Board of Regents are necessary to fulfill the hospital's obligations to its patients;

THEREFORE, the physicians and dentists practicing in this hospital hereby organize themselves into a medical staff in conformity with these bylaws.

DEFINITIONS

1. The term "Medical Staff" shall be interpreted to include all physicians and dentists who are privileged to attend patients in The University of Texas Health Center at Tyler together with

- the chief administrative officer and the chief of staff.
2. The term "executive committee" means the executive committee of the medical staff.
 3. The term "chief administrative officer" means the individual appointed with that responsibility by the Board of Regents of The University of Texas System.
 4. The term "practitioner" means an appropriately licensed medical physician, an osteopathic physician with an unlimited license or an appropriately licensed dentist.

ARTICLE I

NAME

The name of this organization shall be the "Medical Staff of The University of Texas Health Center at Tyler."

ARTICLE II

PURPOSES

The purposes of this organization are:

1. To ensure that all patients admitted to or treated in any of the facilities, departments, or services of the hospital shall receive the best possible care;
2. To ensure a high level of professional performance of all practitioners authorized to practice in the hospital through the appropriate delineation of the clinical privileges that each practitioner may exercise in the hospital and through an ongoing review and evaluation of each practitioner's performance in the hospital;
3. To provide an appropriate educational setting that will maintain scientific standards and that will lead to continuous advancement in professional knowledge and skill.
4. To initiate and maintain rules and regulations for self-government of the medical staff; and
5. To provide a means whereby issues concerning the medical staff may be discussed with the chief administrative officer and through

him with the President and the Board of Regents of The University of Texas System.

ARTICLE III

MEDICAL STAFF MEMBERSHIP

Section 1. Nature of Medical Staff Membership

Membership on the medical staff of The University of Texas Health Center at Tyler is a privilege extended only to professionally competent physicians and dentists who continuously meet the qualifications, standards and requirements set forth in these bylaws.

Section 2. Qualifications for Membership

a. Only physicians and dentists licensed to practice in the State of Texas, who can document their background, experience, training and demonstrated competence, their adherence to the ethics of their profession, their good reputation, and their ability to work with others with sufficient adequacy to assure the medical staff and the Board of Regents that any patient treated by them in the hospital will be given a high quality of medical care, shall be qualified for membership on the medical staff. No physician or dentist shall be entitled to membership on the medical staff or to the exercise of particular clinical privileges in the hospital merely by virtue of the fact that he is duly licensed to practice medicine or dentistry in this or in any other state, or that he is a member of any professional organization, or that he had in the past, or presently has, such privileges at another hospital.

b. Acceptance of membership on the medical staff shall constitute the staff member's agreement that he will strictly abide by the Principles of Medical Ethics of the American Medical Association or by the Code of Ethics of the American Dental Association, whichever is applicable, as the same are appended to and made a part of these bylaws. Members of the medical staff shall belong to and be governed by the provisions of the Medical Service Plan and shall not engage in fee splitting under any guise whatsoever.

Section 3. Conditions and Duration of Appointment

a. Appointments to the active and consulting staff shall be made by the President and the Board of Regents of The University of Texas System upon recommendation by the chief administrative officer. All initial appointments shall include a probationary period of six months.

b. Appointment to the medical staff shall confer on the appointee only such privileges as are delineated in the appointment.

c. Appointment to the honorary staff shall be by majority vote of the medical staff, subject to approval by the chief administrative officer and the President of The University of Texas System.

ARTICLE IV

CATEGORIES OF THE MEDICAL STAFF

Section 1. The Medical Staff

The medical staff shall be divided into active, consulting and honorary categories.

Section 2. The Active Medical Staff

The active medical staff shall consist of physicians and dentists employed full time by The University of Texas Health Center at Tyler who are able to provide continuous care to their patients, and who assume all the functions and responsibilities of membership on the active medical staff, including, where appropriate, emergency service care and other assignments. Members of the active medical staff shall be appointed to a specific service or services as defined herein, shall be eligible to vote, to hold office and to serve on medical staff committees, and shall be required to attend medical staff meetings.

Section 3. The Consulting Staff

The consulting staff shall consist of recognized medical and dental specialists, not employed full time by The University of Texas Health Center at Tyler, who have signified willingness to accept such appointments.

Members of the consulting staff are not eligible to vote or hold office but may serve on medical staff committee(s).

Section 4. The Honorary Medical Staff

The honorary medical staff shall consist of physicians and dentists who are not active in the hospital or who are honored by emeritus positions. These may be physicians and dentists who have retired from active hospital practice or who are of outstanding reputation, not necessarily residing in the community. Honorary staff members shall not be eligible to admit patients, to vote, hold office, or to serve on standing medical staff committees.

ARTICLE V

PROCEDURE FOR APPOINTMENT
AND REAPPOINTMENT

Section 1. Application for Appointment to the Active Medical Staff

- a. All applications for appointment to the active medical staff shall be in writing, shall be signed by the applicant, and shall be submitted on a form prescribed by the President of The University of Texas System. The application form shall require detailed information concerning the applicant's professional qualifications, including adequate references to the applicant's professional competence and ethical character, and such other information essential for determination of professional and ethical qualifications. The application form shall also provide for a waiver by applicant of all liability for good faith information given by me and all former associates at the request of the institution.
- b. The applicant shall have the burden of producing adequate information for a proper evaluation of his competence, character, ethics and other qualifications, and for resolving any doubts about such qualifications.
- c. The completed application shall be submitted to the chief

administrative officer. After collecting the references and other materials deemed pertinent, he shall transmit the application and all supporting materials to the executive committee for evaluation.

d. By applying for appointment to the active medical staff, each applicant thereby signifies his willingness to appear for interviews.

e. The application form shall include a statement that the applicant has received, read, and agrees to be bound by the rules and regulations of the hospital and the bylaws, rules and regulations of the medical staff.

Section 2. Appointment Process for Active Medical Staff

a. The application for membership shall be presented to the chief administrative officer, who, together with the executive committee, shall investigate the character, qualifications and standing of the applicant and shall submit a report of its findings to the chief administrative officer.

b. On receipt of the recommendation of the chief administrative officer, the President of The University of Texas System will approve or reject the recommendation for submission to the Board of Regents.

Section 3. Appointment and Reappointment Process of Consulting Staff

Medical and dental specialists retained as consultants by The University of Texas Health Center at Tyler, shall indicate their willingness to serve as consultants on a form prescribed by the President of The University of Texas System and completed annually by the consultant. They shall be appointed by the chief administrative officer with the approval of the President and the Board of Regents of The University of Texas System. A roster of current consultants shall be maintained by the chief administrative officer. A consultant does not have admitting privileges at The University of Texas Health Center at Tyler. He gives advice solely upon the request of a member of the active medical staff

after approval by the chief of staff or chief administrative officer for each consultation.

Section 4. Appointment to the Honorary Medical Staff

Applications to the honorary staff will be screened by the chief administrative officer and executive committee who will recommend action to the medical staff. The medical staff will vote to accept, reject or defer the appointment, subject to approval by the chief administrative officer and the President of The University of Texas System.

ARTICLE VI

CLINICAL PRIVILEGES

Section 1. Clinical Privileges Restricted

- a. Determination of initial privileges of active staff members shall be based upon training, experience, and evidence of competence.
- b. Active staff physicians must adhere to the medical staff rules and regulations and assume responsibility for duties assigned by the appropriate chief of service, chief of staff, and chief administrative officer.
- c. Periodic redetermination of clinical privileges shall be based upon the direct observation of care provided, review of the records of patients treated and review of the records of the medical staff which document the member's participation in the delivery of medical care.
- d. The physical and mental capabilities of the medical staff will be reviewed annually by the executive committee. The individual staff member may be required to submit evidence of his current physical and/or mental status as determined by a physician acceptable to the executive committee of the medical staff.
- e. Privileges granted to dentists shall be based on their training, experience, and demonstrated competence and judgment. The scope and

extent of surgical procedures that each dentist may perform shall be specifically delineated and granted in the same manner as all other surgical privileges. Surgical procedures performed by dentists shall be under the overall supervision of the chief of surgery. All dental patients shall receive the same basic medical appraisal as patients admitted to the surgical services. A physician member of the medical staff shall be responsible for the care of any medical problem that may be present at the time of admission or that may arise during hospitalization.

Section 2. Emergency Privileges

In the case of emergency, any physician or dentist member of the medical staff, to the degree permitted by his license and regardless of service or staff status or lack of it, shall be permitted and assisted to do everything possible to save the life of a patient, using every facility of the hospital necessary, including the calling for any consultation necessary or desirable. When an emergency situation no longer exists, such physician or dentist must request the privileges necessary to continue to treat the patient. In the event such privileges are denied or he does not desire to request privileges, the patient shall be assigned to an appropriate member of the medical staff. For the purpose of this section an "emergency" is defined as a condition in which serious permanent harm would result to a patient or in which the life of a patient is in immediate danger and any delay in administering treatment would add to that danger.

ARTICLE VII

CORRECTIVE ACTION

Section 1. Procedure

a. Whenever the conduct of any practitioner with clinical privileges is considered to be lower than the standards or aims of the medical staff, including the failure to complete medical records within

60 days of discharge of a patient, or to be disruptive to the operations of the hospital, corrective action against such practitioner may be requested by any member of the medical staff or by the Board of Regents. Requests for corrective action shall be in writing to the executive committee, and shall be supported by reference to the specific activities or conduct which constitute the grounds for the request.

b. Whenever the corrective action could be a reduction or suspension of clinical privileges, the executive committee shall forward such request to the chief of the service wherein the practitioner has such privileges. Upon receipt of such request, the chief of the service shall immediately appoint an ad hoc committee to investigate the matter.

c. Within ten days after receipt of the request for corrective action, the chief of the service shall make a report of the investigation to the executive committee. Prior to the making of such report, the practitioner against whom corrective action has been requested shall have an opportunity for an interview with the service ad hoc investigating committee. At such interview, he shall be informed of the general nature of the charges against him, and shall be invited to discuss, explain or refute them. This interview shall not constitute a hearing, shall be preliminary in nature, and none of the procedural rules provided in these bylaws with respect to hearings shall apply thereto. A record of such interview shall be made by the committee and included with its report to the executive committee.

d. Within ten days following the receipt of a request for corrective action, or following receipt of a report from a service following its investigation of a request for corrective action involving reduction or suspension of clinical privileges, the executive committee shall take action upon the request. If the corrective action could involve a reduction or suspension of clinical privileges, or a suspension or expulsion from the medical staff, the affected practitioner shall be permitted to make an appearance before the executive committee prior to its taking action on

such request. This appearance shall not constitute a hearing, shall be preliminary in nature, and none of the procedural rules provided in these bylaws with respect to hearings shall apply thereto. A record of such appearance shall be made by the executive committee.

e. The action of the executive committee on a request for corrective action may be to reject or modify the request for corrective action, to issue a warning, a letter of admonition, or a letter of reprimand, to impose terms of probation or a requirement for consultation, to recommend reduction, suspension or revocation of clinical privileges, to recommend that an already imposed summary suspension of clinical privileges be terminated, modified or sustained, or to recommend that the practitioner's staff membership be suspended or revoked.

f. Any recommendation by the executive committee for reduction, suspension or revocation of clinical privileges, or for suspension or expulsion from the medical staff shall entitle the affected practitioner to the procedural rights provided in Article VIII of these bylaws.

g. After the executive committee has made its recommendation in the matter, the procedure to be followed shall be as provided in Article VII, Section 2, and in Article VIII if applicable, of this bylaws.

Section 2. Summary Suspension

a. The chief administrative officer, chief of staff or the executive committee of the medical staff shall each have the authority, whenever action must be taken immediately in the best interest of patient care including the loss of medical license by formal action by the State Board of Medical Examiners suspending or revoking the medical license of the practitioner in the hospital, to summarily suspend all or any portion of the clinical privileges of a practitioner and such summary suspension shall become effective immediately upon imposition.

b. A practitioner whose clinical privileges have been summarily suspended shall be entitled to request the appointment of an ad hoc

committee to hold a hearing on the matter within such reasonable time period thereafter as the ad hoc committee may be convened in accordance with Article VIII of these bylaws.

ARTICLE VIII

HEARING AND APPELLATE REVIEW PROCEDURE

Section 1. Right to Hearing and to Appellate Review

a. When any practitioner receives notice of a recommendation of the Executive Committee that will adversely affect his appointment to or status as a member of the medical staff or his exercise of clinical privileges, he shall be entitled to a hearing before an ad hoc committee of the medical staff, appointed by the chief administrative officer. If the decision of the ad hoc committee following such a hearing is still adverse to the affected practitioner, he shall then be entitled to appeal the ad hoc committee's decision to the chief administrative officer who shall make a decision in the matter. If the decision relates to the exercise of clinical privileges, then the decision of the chief administrative officer shall be final. If the decision relates to the appointment or status as a member of the medical staff of the hospital, then the decision of the chief administrative officer may be appealed through the office of the President to the Board of Regents of The University of Texas System in accordance with the Rules and Regulations of the said Board.

b. All hearings and appellate reviews shall be in accordance with the Rules and Regulations of the Board of Regents of The University of Texas System to assure that the affected practitioner is accorded all rights to which he is entitled.

Section 2. Request for Hearing

a. The Executive Committee shall be responsible for giving prompt written notice by certified mail, return receipt requested, of

an adverse recommendation or decision to any affected practitioner who is entitled to a hearing or to an appellate review.

Section 3. Notice of Hearing

a. Within ten days after the receipt of a request for hearing, the ad hoc committee appointed by the chief administrative officer shall schedule and arrange for such a hearing and shall notify the practitioner of the time, place, and date so scheduled in writing by certified mail, return receipt requested, provided, however, that a hearing for a practitioner who has been summarily suspended shall be held as soon as arrangements therefor may reasonably be made, but not later than ten days from the date of receipt of such practitioner's request for hearing.

b. The notice of hearing shall state in concise language the acts or omissions with which the practitioner is charged, a list of specific or representative charts being questioned, and/or the other reasons or subject matter that was considered in making the adverse recommendation or decision.

Section 4. Conduct of Hearing

a. There shall be at least a majority of the members of the hearing committee present when the hearing takes place, and no member may vote by proxy.

b. An accurate record of the hearing must be kept. The mechanism shall be established by the ad hoc hearing committee, and may be accomplished by use of a court reporter, electronic recording unit, detailed transcription, or by the taking of adequate minutes.

c. Postponement of hearings beyond the time set forth in these bylaws shall be made only with the approval of the ad hoc hearing committee. Granting of such postponements shall only be for good cause shown and in the sole discretion of the hearing committee.

d. The affected practitioner shall be entitled to be accompanied

by and/or represented at the hearing by a member of the medical staff in good standing or by a member of his local professional society or legal counsel.

e. Either a hearing officer, if one is appointed, or the chairman of the hearing committee or his designee, shall preside over the hearing to determine the order of procedure during the hearing, to assure that all participants in the hearing have a reasonable opportunity to present relevant oral and documentary evidence, and to maintain decorum.

f. The hearing need not be conducted strictly according to the rules of law relating to the examination of witnesses or presentation of evidence. Any relevant matter upon which responsible persons customarily rely in the conduct of serious affairs shall be considered, regardless of the existence of any common law or statutory rule which might make evidence inadmissible over objection in civil or criminal action. The practitioner for whom the hearing is being held shall, prior to or during the hearing, be entitled to submit memoranda concerning any issue of procedure or of fact and such memoranda shall become a part of the hearing record.

g. The Executive Committee, when its action has prompted the hearing, shall appoint one of its members or some other medical staff member or legal counsel to represent it at the hearing, to present the facts in support of its adverse recommendation, and to examine witnesses.

h. The affected practitioner shall have the following rights: to call and examine witnesses, to introduce written evidence, to cross-examine any witness or any matter relevant to the issue of the hearing, to challenge any witness, and to rebut any evidence. If the practitioner does not testify in his own behalf, he may be called and examined as if under cross-examination.

i. The hearing committee may, without special notice, recess the hearing and reconvene the same for the convenience of the participants

or for the purpose of obtaining new or additional evidence or consultation. Upon conclusion of the presentation of oral and written evidence, the hearing shall be closed. The hearing committee may thereupon, at a time convenient to itself, conduct its deliberations outside the presence of the practitioner for whom the hearing was convened.

j. Within seven days after final adjournment of the hearing, the ad hoc committee shall make a written report and recommendation and shall forward the same together with the hearing record and all other documentation to the chief administrative officer with a copy of its report and recommendations to the affected practitioner.

Section 6. Procedures for Handling Civil Rights Complaints

a. Any member of The University of Texas Health Center at Tyler's medical staff who feels that he has been discriminated against on the basis of race, sex, color, age, religion, natural origin, or handicap may file a written complaint with the hospital's chief administrative officer. The chief administrative officer will, upon receipt of the complaint, thoroughly investigate the facts surrounding the complaint and file a written report of his findings and recommendations. Based upon the report of the investigation, the chief administrative officer will provide the complainant a written reply to the complaint and take such corrective action as may be indicated.

b. If such complaints are not resolved in favor of or to the employee's satisfaction, he may submit his complaint to the President of The University of Texas System.

ARTICLE IX

OFFICERS

Section 1. Officers of the Medical Staff

a. The Officers of the medical staff will be:

1. Chief of Staff

2. Chief of Medicine
3. Chief of Surgery
4. Director of Education
5. Director of Research

Section 2. Appointment of Officers

The chief of staff, chief of medicine, chief of surgery, director of education and director of research are appointed by the chief administrative officer with the approval of the President of The University of Texas System.

Section 3. Duties of Officers

a. Chief of Staff: The chief of staff shall serve as the principal officer of the medical staff to:

1. act with the chief administrative officer
in all matters of mutual concern within the
hospital;
2. set the agenda and call and preside at all
meetings of the medical staff;
3. serve on the medical staff executive committee;
4. serve as ex officio member of all medical staff
committees;
5. be responsible for the enforcement of medical-staff
bylaws, rules and regulations, for implementation
of sanctions where these are indicated, and for the
medical staff's compliance with procedural safeguards
where corrective action has been requested against
a practitioner;
6. appoint members to all standing, special, and
multidisciplinary medical staff committees except
the executive committee;
7. represent the views, policies, needs and grievances
of the medical staff to the chief administrative officer;

8. receive, and interpret the policies of the chief administrative officer and The University of Texas System to the medical staff and report to the chief administrative officer on the performance and maintenance of quality of the medical staff's delegated responsibility to provide medical care;
 9. be responsible for the documentation and maintenance of the minutes of all medical staff meetings.
- b. Chief of Medicine: He shall be a member of the executive committee of the medical staff.
 - c. Chief of Surgery: He shall be a member of the executive committee of the medical staff.
 - d. Director of Education: He shall be a member of the executive committee of the medical staff. He shall supervise programs of graduate and undergraduate medical training and of continuing education for hospital personnel and for the medical staff.
 - e. Director of Research: He shall be a member of the executive committee of the medical staff. He shall supervise all research activities.

ARTICLE X

CLINICAL SERVICES

Section 1. The Medical Staff shall be divided into major clinical services to be known as Medicine, Surgery, Dentistry, and Out-Patient Clinic. Each of these major clinical divisions shall be headed by a chief hereinafter referred to as "Chief of Service." Each Chief of Service shall be a doctor of medicine or dentistry, as applicable. Chiefs of Service shall be full-time employees of the hospital. Each major clinical division shall be divided into such sections as the Chief of the Service shall deem necessary to carry out the responsibility of patient care and education.

Section 2. Assignment to Service: The chief administrative officer shall

appoint members of the medical staff to appropriate services after consultation with the chief of staff and the chief of service.

Section 3. Organization of Services:

a. The chief of staff will be appointed by the chief administrative officer. He shall be responsible for the functioning of the clinical organization of the hospital and shall keep, or cause to be kept, a careful supervision over all the clinical work done in the hospital.

b. Each chief of service shall be responsible to the chief of staff for the functioning of his service.

c. Admissions to the services shall be as authorized by the chief administrative officer or his delegates.

d. Patients admitted for dental service shall be assigned to an organized clinical service whose physicians shall be in attendance and responsible for the medical care of the patient throughout his hospital stay. A medical survey shall be made and recorded by a physician member of the staff before dental surgery is performed. Discharge of the patient will be by mutual agreement of the physician and dentist concerned. The physician will be responsible for hospital medical records.

ARTICLE XI

COMMITTEES

Committees shall be standing or special. Standing committees shall be:

1. Executive Committee: The executive committee is composed of the chief of staff, the chief of medicine, the chief of surgery, director of education and director of research, and one other member of the active staff to be elected annually by the members of the medical staff. The hospital administrator shall serve on this committee as an ex officio member without vote. The duties of the executive committee shall be:

a. To act for the medical staff as a whole under such limitations as are imposed by the Board of Regents,

- the chief administrative officer and the bylaws.
- b. To receive and act upon the written reports of the medical care evaluation committee, pharmacy and therapeutic committee, infection control committee, and other committees.
 - c. To evaluate the performance of the staff members.
 - d. To investigate and report to the chief administrative officer any breach of ethics that may be brought to its attention.
 - e. To hold monthly meetings and record permanent minutes of its proceedings and actions.
 - f. To act as a program committee in the preparation and presentation of the programs of all meetings.
 - g. To act as a grievance committee between members of the staff and between the medical staff and the chief administrative officer, the President, and the Board of Regents of The University of Texas System.
 - h. To assure compliance with the standards of the Joint Commission on Accreditation of Hospitals.

2. Credentials Committee: The credentials committee is composed of the executive committee. Its duties are as outlined in Article V.

3. Medical Care Evaluation Committee: The medical care evaluation committee is composed of the chief of staff, the chief of surgery, the chief of medicine, two staff physicians appointed by the chief of staff, the hospital administrator, the director of nursing, registered record administrator, social service representative and laboratory supervisor. The medical care evaluation committee will perform the duties traditionally covered by the medical records committee, medical audit committee, utilization review committee, tissue committee and blood bank committee. It will

meet monthly and report its findings to the medical staff as a whole.

It shall review and audit medical records to ensure their adequacy as a medico-legal document, their adequacy for use in patient care evaluation, and to control format and forms authorized for use in the medical record.

An objective method for evaluating the quality of patient care shall be kept current to provide the patient with the best possible quality of care and to satisfy the requirements of medicaid/medicare utilization review regulations and other regulatory agencies.

Tissue and necropsy reports shall be used in the continuous monitoring of patient care. The tissue review should include an evaluation of preoperative and postoperative diagnosis, the indications for surgery, and actual diagnosis of tissue removed at operations. Necropsies should be performed to identify the contributing factors and processes involved in the patient's terminal illness and to provide educational experiences.

The committee shall review the records of all transfusions of blood and blood components in order to assess transfusion reactions, to evaluate blood utilization, and to make recommendations regarding specific improvements in transfusion services.

4. Pharmacy and Therapeutic Committee: A pharmacy and therapeutic committee will consist of the medical staff, the pharmacist, and the director of nursing. The chief of medicine and the pharmacist will act as co-chairmen. The committee will develop policies and practices to ensure optimal drug use with a minimum potential for hazard to the patient and to the control of cost where practical.

5. Infection Control Committee: The chief of medicine will be the chairman and at least two other staff physicians shall be members of a multidisciplinary committee. The committee shall recommend corrective action based on records and reports of infections and infection potentials among patients and hospital personnel. The committee shall meet not less

than every two months. The committee, through its chairman, has the authority to institute any appropriate control measures or studies when there is reasonably felt to be a danger to any patient or personnel.

6. Special Committees: Special committees may be appointed from time to time as may be required for specific purposes.

ARTICLE XII

MEETINGS

Section 1. Regular Meetings

1. The medical staff shall meet weekly to review admissions of the previous week and all patients that are undiagnosed, are unimproved, have been diagnosed or diagnosed differently since the previous staff meetings, have had surgical or diagnostic procedures or have developed infections or other complications. All deaths will be reviewed. All patients will be reviewed at least monthly.

2. The medical staff shall meet weekly with the chief administrative officer for a briefing on all matters concerning the staff including reports from the executive and other committees, chiefs of service, and the board of the medical service plan.

Section 2. Attendance at Meetings:

Physician members of the active medical staff shall attend at least fifty percent of the regular meetings for the year.

Section 3. Quorum:

Fifty percent of the total membership of the active medical staff shall constitute a quorum.

ARTICLE XIII

CHANGES IN THE BYLAWS

Section 1. Initiation of Changes: Changes in the Bylaws, Rules and Regulations, except for such matters as are covered by the general laws

and regulations of the State of Texas and the Board of Regents, and except for such matters as fall within the administrative powers of the chief administrative officer, herein referred to as "Changes in the Bylaws," may be initiated by the chief administrative officer or by a two-thirds vote of a quorum of the active staff.

Section 2. Ratification of Changes in the Bylaws: Changes in the bylaws shall take effect when ratified by a majority vote of a quorum of the medical staff, the chief administrative officer, and the Board of Regents.

RULES AND REGULATIONS

1. The medical staff will be governed by the applicable laws and regulations of the State of Texas and the Board of Regents.
2. The medical staff will be governed, in all matters not directly related to medical practice in the hospital, by the administrative rules of the hospital as set by the chief administrative officer and the Board of Regents.
3. Full-time staff members are responsible for their patients from 8:00 a.m. to 5:00 p.m. on weekdays except for such compensatory time as may be allowed by the chief administrative officer. They are responsible for all patients in the hospital when they are on call for night and weekend duty.
4. Night and weekend duty will be assigned in advance by the chief administrative officer or his delegate.
5. Absence during a period of responsibility must be covered by another member of the staff who agrees to accept the responsibility. The chief administrative officer must approve of any absence in excess of two hours during the day. The chief administrative officer or his delegate has the responsibility for arranging coverage of patient care during periods of sickness, vacation and approved absence. He may

refuse to give approval for absence, if, in his opinion, this would result in impairment of hospital medical services.

6. New admissions must be visited by the attending physician or by the physician on call if admission occurs after 5:00 p.m. as soon as possible but no later than four hours after notification by the floor nurse. The history and physical examination must be recorded within 48 hours. Each clinical event shall be documented as soon as possible after its occurrence. A progress note shall be recorded at least weekly. The reason for orders for medication, consultations and laboratory procedures should be documented. Records of discharged patients shall be completed within 60 days following discharge. A medical record shall ordinarily be considered complete when the required contents are assembled and authenticated including the discharge summary, and the recording, (without use of symbols or abbreviations) of all final diagnoses and any complications.

7. Formal presentation at the initial staff conference is required no later than the second Tuesday following admission.

8. The patient should be informed concerning the nature and extent of his medical problem, the planned course of treatment, and the prognosis. The physician will give priority courteously to disposing of inquiries concerning a patient that may arise from relatives, friends, business associates, insurance carriers, law enforcement agents and others.

9. Correspondence pertaining to patients written by staff physicians must be approved and signed by either the chief administrative officer, chief of staff or chief of service.

10. Each member of the staff will write all orders for medical care personally or will countersign all orders within twenty-four hours. Telephone orders will be taken by a registered nurse. Medication orders should be rewritten at least each thirty days and the duration of therapy should be specified. Narcotic orders must be rewritten every 72 hours.

11. No member of the staff shall report for duty under the influence

of alcohol, addictive drugs or any other medication that will impair effectiveness.

12. Each physician is expected to conduct himself in an ethical manner in relation to his patients, fellow staff members, and his supervisor.

13. Willful or repeated infractions of these Bylaws, Rules and Regulations will be cause for dismissal from the staff.

14. All requests for consultation shall be made on the appropriate consultation request sheet, signed by the attending physician. The attending physician will inform the patient of the reason for and nature of the consultation services requested and obtain written consent from the patient where appropriate.

ADOPTION

These bylaws, together with the rules and regulations, were adopted by the medical staff on August 18, 1977, and shall replace any previous bylaws, rules and regulations, and shall become effective when approved by the Board of Regents.

APPROVED:

APPROVED:

Superintendent

Chairman, Board of Regents

DATE:

DATE:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

University Attorney

President, U. T. System

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 95-113). --
Committee Chairman Clark submitted the following report of the Land
and Investment Committee. He stated that all items were approved in
open session without objection unless otherwise indicated. The report
was adopted without objection:

Though the Chairman of the Board of Regents has authority to
execute any document authorized by the Board, either the
Executive Director for Investments, Trusts and Lands or the
President of the System may execute, unless otherwise indi-
cated in the report, all necessary instruments authorized in
this report when each has been approved as to form by an
attorney in the Office of General Counsel and as to content by
the appropriate official. These instruments relate to real
estate or mineral interests held or controlled by the Board of
Regents as a part of the Permanent University Fund or as a
part of any Trust and Special Fund.

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for August 1977 and for the Fiscal Year Ending August 31, 1977, and Report on Oil and Gas Development as of August 31, 1977. --The following reports with respect to (a) certain monies cleared to the Permanent University Fund for August 1977 and for the fiscal year ending August 31, 1977, and (b) Oil and Gas Development as of August 31, 1977, were received from the Executive Director for Investments, Trusts and Lands and made a part of this Committee's report:

<u>Permanent University Fund</u>	<u>August 1977</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>
<u>Royalty</u>			
Oil			
Gas - Regular	\$ 6,462,720.55	\$38,280,207.77	\$35,661,073.01
- F.P.C.	4,350,334.02	26,410,941.50	23,316,279.35
- Market Value Settlements		74,928.15	341,058.39
- In Kind Settlements	1,581,010.43	8,533,347.67	7,735,396.00
Water	279,943.95	1,955,226.30	2,642,243.30
Salt Brine	27,904.94	185,337.48	190,733.23
Sulphur	2,967.26	34,603.84	24,343.67
Rental	126,761.06	1,343,161.31	426,965.93
Oil and Gas Leases			
Other	213,497.93	1,115,730.39	583,615.12
Miscellaneous	4,580.00	32,013.39	42,661.47
	130,300.00	616,763.45	51,243.23
Bonuses, Oil and Gas Lease Sales	13,180,020.14	78,582,261.25	71,015,672.75
Total, Permanent University Fund	<u>\$13,180,020.14</u>	<u>13,324,000.00</u>	<u>15,328,000.00</u>
		<u>\$91,906,261.25</u>	<u>\$86,343,672.75</u>

Oil and Gas Development - August 31, 1977

Acres Under Lease - 991,246

Number of Producing Acres - 358,022

Number of Producing Leases - 1,574

NOV 1 1977 851

2. Report on Clearance of Monies to Permanent University Fund for September 1977 and Report on Oil and Gas Development as of September 30, 1977. -- The following reports with respect to (a) certain monies cleared to the Permanent University Fund for the month ending September 30, 1977, and (b) Oil and Gas Development as of September 30, 1977, were received from the Executive Director for Investments, Trusts and Lands and made a part of this Committee's report:

<u>Permanent University Fund</u>	<u>September 1977</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>
<u>Royalty</u>			
Oil	\$2,836,794.72	\$2,836,794.72	\$3,250,859.82
Gas - Regular	2,294,548.26	2,294,548.26	1,853,895.14
- F.P.C.	462.23	462.23	- 0 -
- Market Value Settlements	479,280.30	479,280.30	400,478.74
- In Kind Settlements	143,865.15	143,865.15	168,832.10
Water	26,971.59	26,971.59	16,869.22
Salt Brine	4,964.01	4,964.01	1,814.10
Sulphur	51,749.35	51,749.35	63,116.57
<u>Rental</u>			
Oil and Gas Leases	378,890.62	378,890.62	427,319.53
Other	- 0 -	- 0 -	100.00
Miscellaneous	138,153.16	138,153.16	214,070.00
	<u>\$6,355,679.39</u>	<u>\$6,355,679.39</u>	<u>\$6,397,355.22</u>
Bonuses, Oil and Gas Lease Sales	- 0 -	- 0 -	- 0 -
Total, Permanent University Fund	<u>\$6,355,679.39</u>	<u>\$6,355,679.39</u>	<u>\$6,397,355.22</u>

Oil and Gas Development - September 30, 1977

Acreage Under Lease - 952,897

Number of Producing Acres - 359,159

Number of Producing Leases - 1,578

NOV 11 1977 852

3. Permanent University Fund: Approved Stock List. --In compliance with the Regents' Rules and Regulations, Part Two, Chapter IX, Section 2.61, Executive Director Lobb presented the following list of companies whose stocks are considered suitable for purchase or retention. Committee Chairman Clark said that this list had been submitted to, discussed with, and had the approval of the Investment Advisory Committee.

Upon motion of Committee Chairman Clark, this list was approved without objection to replace the stock list approved by the Board of Regents on December 10, 1976.

AEROSPACE

Boeing Company (The)
McDonnell Douglas Corporation
Rockwell International Corporation

AIR TRANSPORT

Delta Air Lines, Incorporated
Emery Air Freight Corporation

APPAREL - TEXTILE

Burlington Industries, Incorporated
Simplicity Pattern Co. Inc.

AUTOMOTIVE

Bendix Corporation (The)
Borg-Warner Corporation
Champion Spark Plug Company
Eaton Corporation
Ford Motor Company
General Motors Corporation
Genuine Parts Company
Libbey-Owens-Ford Company
Timken Company (The)

BANK & FINANCE

BankAmerica Corporation
Bankers Trust New York Corporation
Beneficial Corporation
C.I.T. Financial Corporation
Chase Manhattan Corporation
Chemical New York Corporation
Citicorp
Continental Illinois Corporation
Crocker National Corporation
Federal National Mortgage Association
First Bank System, Incorporated
First Chicago Corporation
First National Boston Corporation
First Pennsylvania Corporation
Florida National Banks of Florida, Inc.
Heller (Walter E.) International Corporation
Household Finance Corporation
Manufacturers Hanover Corporation

Bank & Finance - Continued

Marine Midland Banks, Incorporated
Mellon National Corporation
J.P. Morgan & Co., Incorporated
NCNB Corporation
Northwest Bancorporation
Pittsburgh National Corporation
Security Pacific Corporation
Southeast Banking Corporation
Valley National Bank of Arizona
Wachovia Corporation (The)
Wells Fargo & Company
Western Bancorporation

BUILDING MATERIAL

Armstrong Cork Company
Boise Cascade Corporation
Carrier Corporation
Champion International Corporation
Georgia-Pacific Corporation
Ideal Basic Industries, Inc.
Jim Walter Corporation
Johns-Manville Corporation
Lone Star Industries, Inc.
Masco Corporation
Masonite Corporation
Owens-Corning Fiberglas Corporation
Potlatch Corporation
Trane Company (The)
United States Gypsum Company
Weyerhaeuser Company

CHEMICAL

Air Products & Chemicals, Incorporated
Allied Chemical Corporation
American Cyanamid Company
Big Three Industries, Incorporated
Celanese Corporation
Diamond Shamrock Corporation
Dow Chemical Company (The)
Du Pont (E.I.) de Nemours and Company
Freeport Minerals Company
Grace (W.R.) & Company
Hercules Incorporated
Monsanto Company
PPG Industries, Incorporated
Rohm and Haas Company
Stauffer Chemical Company
Union Carbide Corporation

Recommended Approved Stock List - Continued

COSMETICS

Avon Products, Inc.
 Chesebrough-Pond's Inc.
 Gillette Company (The)
 International Flavors & Fragrances, Inc.
 Revlon, Inc.

DRUG & MEDICAL SUPPLIES

Abbott Laboratories
 American Home Products Corporation
 American Hospital Supply Corporation
 Baxter Travenol Laboratories, Inc.
 Becton, Dickinson and Company
 Bristol-Myers Company
 Johnson & Johnson
 Lilly (Eli) and Company
 Merck & Co., Inc.
 Pfizer Inc.
 Richardson-Merrell Incorporated
 Robins (A.H.) Company, Incorporated
 Rorer Group Inc.
 Schering-Plough Corporation
 Searle (G.D.) & Co.
 SmithKline Corporation
 Squibb Corporation
 Sterling Drug Inc.
 Upjohn Company (The)
 Warner-Lambert Company

EDUCATION & ENTERTAINMENT

American Broadcasting Companies, Inc.
 AMF Incorporated
 CBS Inc.
 Disney (Walt) Productions
 Donnelley (R.R.) and Sons Company
 Dun & Bradstreet Companies, Inc.
 Gannett Co., Inc.
 Harcourt Brace Jovanovich, Inc.
 McGraw-Hill, Incorporated
 Prentice-Hall, Inc.
 Time Incorporated
 Times Mirror Company (The)

ELECTRIC EQUIPMENT

Emerson Electric Co.
 General Electric Company
 Reliance Electric Company
 Square D Company
 Sunbeam Corporation
 Thomas & Betts Corporation
 Westinghouse Electric Corporation
 Whirlpool Corporation

ELECTRONIC INSTRUMENTS

AMP Incorporated
 Foxboro Company (The)
 General Signal Corporation
 Hewlett-Packard Company
 Honeywell, Inc.
 International Telephone & Telegraph Corp.
 Motorola, Inc.
 RCA Corporation
 Texas Instruments Incorporated
 Zenith Radio Corporation

FOOD, BEVERAGE & SOAP

Anderson, Clayton & Company, Incorporated
 Archer-Daniels-Midland Company
 Beatrice Foods Co.
 Borden, Incorporated
 CPC International, Inc.
 Campbell Soup Company
 Central Soya Company, Inc.
 Coca-Cola Company (The)
 Colgate-Palmolive Company
 Consolidated Foods Corporation
 Dr Pepper Company
 Esmark, Inc.
 General Foods Corporation
 General Mills, Incorporated
 Heinz (H.J.) Company
 Heublein, Inc.
 Kellogg Company
 Kraft, Inc.
 Nabisco, Inc.
 Norton Simon, Incorporated
 PepsiCo, Inc.
 Philip Morris Incorporated
 Pillsbury Company (The)
 Procter & Gamble Company (The)
 Ralston Purina Company
 Reynolds (R.J.) Industries, Inc.
 Schlitz (Jos.) Brewing Company
 Standard Brands Incorporated

INSURANCE

Aetna Life & Casualty Company
 American General Insurance Company
 American National Financial
 Capital Holding Corporation
 Chubb Corporation (The)
 Colonial Penn Group, Inc.
 Combined Insurance Company of America
 Connecticut General Insurance Corporation
 Continental Corporation (The)
 Crum and Forster
 Farmers Group, Inc.

Recommended Approved Stock List - Continued

INSURANCE - Continued

Farmers New World Life
Insurance Company
INA Corporation
Jefferson-Pilot Corporation
Lincoln National Corporation
Marsh & McLennan Companies, Inc.
Safeco Corporation
St. Paul Companies, Inc.
Southwestern Life Corporation
Travelers Corporation (The)
United States Fidelity & Guaranty
Company
USLIFE Corporation

MACHINERY

Black & Decker Manufacturing
Company (The)
Briggs & Stratton Corporation
Bucyrus-Erie Company
Caterpillar Tractor Co.
Clark Equipment Company
Cooper Industries, Inc.
Deere & Company
Gardner-Denver Company
Ingersoll-Rand Company
Joy Manufacturing Company
Pullman Incorporated

METALS & MINING

Aluminum Company of America
AMAX Inc.
Armco Steel Corporation
ASARCO Incorporated
Bethlehem Steel Corporation
Kennecott Copper Corporation
Newmont Mining Corporation
Phelps Dodge Corporation
St. Joe Minerals Corporation
United States Steel Corporation

MISCELLANEOUS

ARA Services, Inc.
Corning Glass Works
Franklin Mint Corporation
Minnesota Mining and Manufacturing
Company
Southern Natural Resources, Inc.
Tenneco Inc.

OFFICE EQUIPMENT

Burroughs Corporation
International Business Machines
Corporation
NCR Corporation
Sperry Rand Corporation
Xerox Corporation

OIL

Atlantic Richfield Company
Baker International Corporation
Continental Oil Company (Del.)
Dresser Industries, Inc.
Exxon Corporation
Getty Oil Company
Gulf Oil Corporation
Halliburton Company
Kerr-McGee Corporation
Louisiana Land and Exploration
Company (The)
Marathon Oil Company
McDermott (J. Ray) & Co., Inc.
Mesa Petroleum Company
Mobil Corporation
Phillips Petroleum Company
Santa Fe International Corporation
Shell Oil Company
Smith International, Incorporated
Standard Oil Company of California
Standard Oil Company (Indiana)
Standard Oil Company (The) (Ohio)
Texaco Inc.
Union Oil Company of California

PAPER & CONTAINERS

American Can Company
Continental Group, Inc. (The)
Crown Zellerbach Corporation
Great Northern Nekoosa Corporation
Hammermill Paper Company
International Paper Company
Kimberly-Clark Corporation
Mead Corporation (The)
Owens-Illinois, Inc.
St. Regis Paper Company
Scott Paper Company
Union Camp Corporation
Westvaco Corporation

PHOTOGRAPHIC

Eastman Kodak Company
Polaroid Corporation

PUBLIC UTILITIES

Allegheny Power System, Incorporated
American Natural Resources Company
American Telephone & Telegraph Company
Baltimore Gas & Electric Company
Carolina Power and Light Company
Central Louisiana Electric Company,
Inc.
Central & South West Corporation
Central Telephone & Utilities
Corporation
Cleveland Electric Illuminating
Company (The)
Commonwealth Edison Company
Continental Telephone Corporation

Recommended Approved Stock List - Continued

Public Utilities - Continued

Duke Power Company
 ENSERCH Corporation
 Florida Power & Light Company
 General Telephone & Electronics Corporation
 Gulf States Utilities Company
 Hawaiian Electric Company Inc.
 Houston Industries Incorporated
 Houston Natural Gas Corporation
 Idaho Power Company
 Middle South Utilities, Inc.
 Montana Power Company (The)
 Northern Indiana Public Service Company
 Northern States Power Company (Minn.)
 Oklahoma Gas & Electric Company
 Pacific Gas & Electric Company
 Pacific Power & Light Company
 Panhandle Eastern Pipe Line Company
 Public Service Company of Colorado
 Public Service Company of Indiana, Inc.
 Rochester Telephone Corporation
 Southern California Edison Company
 Southern Company (The)
 Southwestern Public Service Company
 Tampa Electric Company
 Texas Eastern Corporation
 Texas Utilities Company
 United Telecommunications, Inc.
 Wisconsin Electric Power Company

RUBBER

Firestone Tire & Rubber Company (The)
 Goodyear Tire & Rubber Company (The)

RAIL - MISCELLANEOUS TRANSPORTATION

ACF Industries, Incorporated
 Burlington Northern Incorporated
 Consolidated Freightways, Inc.
 GATX Corporation
 Santa Fe Industries, Inc.
 Union Pacific Corporation

RETAIL TRADE

Associated Dry Goods Corporation
 Carter Hawley Hale Stores, Inc.
 Federated Department Stores, Inc.
 Gordon Jewelry Corporation
 K mart Corporation
 Lucky Stores, Inc.
 Marshall Field & Company
 May Department Stores Company (The)
 Melville Corporation
 Penney (J.C.) Company, Incorporated
 Safeway Stores, Incorporated
 Sears, Roebuck & Company
 Southland Corporation (The)
 Winn-Dixie Stores, Incorporated
 Zale Corporation

approved as to content by the appropriate officials. Payment has been received in advance unless otherwise indicated, and the documents are on the University's standard forms and are at the standard rates that became effective February 1, 1977:

a. Easements and Surface Leases Nos. 4443 - 4494

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4443	Community Public Service Company (renewal of 2512)	Power Line	Winkler	21	140.42 rds. single pole	11/1/77-10/31/87	\$ 150.00 (min.)
4444	Texas-New Mexico Pipe Line Company (renewal of 2528)	Pipe Line	Andrews	13	83 rds. 4½ inch	12/1/77-11/30/87	207.50
4445	Texas-New Mexico Pipe Line Company (renewal of 2532)	Pipe Line	Crane	30	77 rds. 4½ inch	12/1/77-11/30/87	192.50
4446	Texas-New Mexico Pipe Line Company (renewal of 2521)	Power Line	Crockett	14	1,486 rds. telephone distribution	1/1/78-12/31/87	1,486.00
4447	El Paso Natural Gas Company (renewal of 2509 and 2564)	Pipe Line	Andrews	1,9	19.33 rds. 4½ inch	10/1/77-9/30/87	150.00 (min.)
4448	Phillips Petroleum Company (renewal of 2452)	Pipe Line	Andrews	4,9, 13	357.9 rds. various size	3/1/77-2/28/87	894.75
4449	CRA, Inc.	Surface Lease (compressor site)	Schleicher	54	1 acre	8/1/77-7/31/87	1,500.00 (full)
4450	Allied Chemical Corp.	Pipe Line	Upton	4	615.5 rds. 4 inch	6/1/77-5/31/87	1,846.50

- 101 -

NOV 11 1977

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4451	Cities Service Company	Pipe Line	Ward	18	204.2 rds. 3½ inch	9/1/77- 8/31/87	\$ 612.60
4452	CRA, Inc.	Pipe Line	Schleicher	53,54	894.33 rds. 4½ inch	8/1/77- 7/31/87	2,682.99
4453	Community Public Service Company (renewal of 2559)	Power Line	Pecos	27, 165 J. Campbell Survey	306.85 rds. single pole	1/1/78- 12/31/87	306.85
4454	Texas Electric Service Company (renewal of 2477)	Power Line	Andrews	9	2,586.33 rds. H-frame	10/1/77- 9/30/87	6,465.83
4455	Texas Electric Service Company (renewal of 2461 and 2484)	Power Line	Andrews	2,4,5, 6,9,10, 11,13,14	1,687.13 rds. single pole	10/1/77- 9/30/87	1,687.13
4456	El Paso Natural Gas Company (renewal of 2539)	Pipe Line	Pecos	21,23,24	4,072.96 rds. 24 inch	1/1/78- 12/31/87	14,255.36
4457	El Paso Natural Gas Company (renewal of 2439, 2440 and 2475)	Pipe Line	Andrews	1,9	775.329 rds. various size	1/1/78- 12/31/87	1,938.32
4458	Regal Petroleum Corporation (renewal of 2502)	Pipe Line	Crockett	31	295.2 rds. 3½ inch	10/1/77- 9/30/87	738.00
4459	Phillips Petroleum Company (renewal of 2350)	Pipe Line	Andrews	10,11	4,036.50 rds. various size	12/1/76- 11/30/86	10,839.85
4460	Phillips Petroleum Company (renewal of 2337)	Pipe Line	Andrews	4,5	206.2 rds. 3½ inch	1/1/77- 12/31/86	515.50
4461	Phillips Petroleum Company (renewal of 2346)	Pipe Line	Crane	30	5,151.50 rds. various size	12/1/76- 11/30/86	14,692.85

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4462	Phillips Petroleum Company	Pipe Line	Crane	31	338.11 rds. 4½ inch	9/1/76- 8/31/86	\$ 1,014.33
4463	Phillips Petroleum Company	Pipe Line	Reagan	10,58	490.67 rds. 4½ inch	9/1/76- 8/31/86	1,472.01
4464	Phillips Petroleum Company	Pipe Line	Winkler	21	54.36 rds. 3½ inch	6/1/76- 5/31/86	163.08
4465	Phillips Petroleum Company	Pipe Line	Andrews	14,7	1,159.03 rds. 4½ inch	9/1/76- 8/31/86	3,477.09
4466	American Petrofina Company of Texas (renewal of 2542)	Surface Lease (salt water disposal)	Andrews	11	1 acre	12/1/77- 11/30/78*	400.00 (annually)
4467	American Quasar Petroleum Company (renewal of 3472)	Surface Lease (salt water disposal)	Andrews	6	1 acre	11/1/77- 10/31/78*	400.00 (annually)
4468	Mobil Pipe Line Company (renewal of 2457)	Surface Lease (pump station)	Andrews	13	10 acres	9/1/77- 8/31/87	3,500.00
4469	Texas-New Mexico Pipe Line Company (renewal of 2534)	Surface Lease (cathodic protection unit)	Andrews	14	less than 1 acre	1/1/78- 12/31/87	150.00 (full)
4470	Gulf Oil Corporation	Surface Lease (gas compressor station)	Ward	17	.92 acre	8/15/77- 8/14/87	1,500.00 (full)
4471	El Paso Natural Gas Company	Pipe Line	Crockett	29	355.80 rds. 4½ inch	7/1/77- 6/30/87	1,067.40

*Renewable from year to year, but not to exceed a period of five years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4472	Community Public Service Company (renewal of 1956)	Power Line	Pecos	28	230.30 rds. single pole	11/1/74-10/31/84	\$ 230.30
4473	Texas Electric Service Company (renewal of 2485 and 2579)	Power Line	Crane, Ector	30,31,35	790.85 rds. single pole	10/1/77-9/30/87	790.85
4474	Phillips Petroleum Company (renewal of 2450)	Pipe Line	Andrews	4,5,8,9,10,14	31,712.70 rds. various size	5/1/77-4/30/87	83,262.75
4475	Gulf Refining Company (renewal of 2513)	Pipe Line	Ector, Crane	35	507 rds. 4½ inch	12/1/77-11/30/87	1,267.50
4476	Gulf Refining Company (renewal of 2522)	Telephone Line	Andrews	13	659 rds. buried cable	12/1/77-11/30/87	922.60
4477	Arco Pipe Line Company (renewal of 2550)	Pipe Line	Crane	31	427 rds. 4½ inch	1/1/78-12/31/87	1,067.50
4478	Community Public Service Company (renewal of 2355)	Power Line	Pecos	28	117.9 rds. single pole	2/1/77-1/31/87	150.00 (min.)
4479	El Paso Natural Gas Company (renewal of 2547)	Pipe Line	Hudspeth	J,K,L	5,639.87 rds. 36 inch	12/1/77-11/30/87	19,739.55
4480	General Telephone Company of the Southwest (renewal of 2360)	Surface Lease (radio tower)	Crockett, Irion	40	2.68 acres	3/1/77-2/28/87	2,250.00 (full)
4481	Texas-New Mexico Pipe Line Company (renewal of 2530)	Surface Lease (cathodic protection unit)	Andrews	12	less than 1 acre	1/1/78-12/31/87	150.00 (full)
4482	Mobil Pipe Line Company (renewal of 2568)	Pipe Line	Andrews	4	242.5 rds. 4½ inch	1/1/78-12/31/87	606.25

- 104 -

NOV 11 1977 860

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4483	El Paso Natural Gas Company (renewal of 2473)	Pipe Line	Pecos, Crane	19,30,31	3,500.846 rds. 20 inch	3/1/78- 2/28/88	\$12,252.96
4484	Texas-New Mexico Pipe Line Company (renewal of 2533)	Surface Lease (cathodic protection unit)	Andrews	14	less than 1 acre	1/1/78- 12/31/87	150.00 (full)
4485	Texas-New Mexico Pipe Line Company (renewal of 2531)	Surface Lease (cathodic protection unit)	Andrews	13	less than 1 acre	1/1/78- 12/31/87	150.00 (full)
4486	CRA, Inc.	Pipe Line	Schleicher	53	155.12 rds. 4½ inch	9/1/77- 8/31/87	465.36
4487	Larco Gas Corporation	Surface Lease (compressor and tank battery)	Pecos	28	1.34 acres	1/1/77- 12/31/86	1,500.00 (full)
4488	Phillips Petroleum Company (renewal of 2447)	Pipe Line	Crane	30	258.6 rds. 4½ inch	9/1/77- 8/31/87	646.50
4489	Phillips Petroleum Company (renewal of 2453)	Pipe Line	Crane, Upton	30	359.20 rds. 4½ inch	8/1/77- 7/31/87	898.00
4490	Phillips Petroleum Company (renewal of 2455, 2456, 2469 and 2470)	Pipe Line	Andrews	4,9,10, 11,13	4,195.30 rds. various size	8/1/77- 7/31/87	10,488.25
4491	Phillips Petroleum Company (renewal of 2445)	Pipe Line	Winkler	17,21	1,149.10 rds. various size	8/1/77- 7/31/87	2,872.75
4492	Phillips Petroleum Company (renewal of 2463)	Surface Lease (booster plant)	Andrews	4	3.33 acres	8/1/77- 7/31/87	1,500.00 (full)

- 105 -

NOV 11 1977
861

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4493	Phillips Pipe Line Company (renewal of 2466 and 2467)	Pipe Line	Andrews	9,10,11	818.30 rds. various size	9/1/77- 8/31/87	\$ 2,045.75
4494	Texas Western Municipal Gas Corporation (renewal of 2123)	Pipe Line	Culberson	48	2,433.20 rds. various size	1/1/76- 12/31/86	6,083.00

b. Cancellation of Pipe Line Easement No. 4388

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4388*	Delhi Gas Pipeline Corporation (renewal of 2325)	Pipe Line	Pecos	27,28 165 J. Campbell Survey	885.69 rds. 6-5/8 inch	8/1/76- 7/31/86	\$ 2,214.23

*This easement was inadvertently issued in duplicate.

c. Assignment of Pipe Line Easements Nos. 2779, 3150, 3328, 3915, 4099 and 4244

No.	Assignor	Assignee	Type of Permit	County	Block	Period	Consideration
2779	Pecos Company	Big Lake Gas Corporation	Pipe Line	Reagan	48	11/1/68- 10/31/78	\$ 150.00*
3150	Pecos Company	Big Lake Gas Corporation	Pipe Line	Reagan	48	8/1/70- 7/31/80	150.00*
3328	Pecos Company	Big Lake Gas Corporation	Pipe Line	Crockett	47	6/1/71- 5/31/81	150.00*
3915	Pecos Company	Big Lake Gas Corporation	Pipe Line	Reagan	48	3/1/75- 2/28/85	150.00*

NOV 11 1988

Land Matters - Continued--

No.	Assignor	Assignee	Type of Permit	County	Block	Period	Consideration
4099	Pecos Company	Big Lake Gas Corporation	Pipe Line	Crockett	47	7/1/76-6/30/86	\$ 150.00*
4244	Pecos Company	Big Lake Gas Corporation	Pipe Line	Reagan, Crockett	48,49,50	1/1/77-12/31/86	150.00*

*Assignment fee

d. Material Source Permits Nos. 533-535

No.	Grantee	County	Location	Quantity	Consideration
533	Grimmett Bros.	Andrews	Block 13	1,560 cubic yards caliche	\$ 546.00
534	Allan Construction Company, Inc.	Crockett	Block 31	10,000 cubic yards caliche	1,200.00*
535	Tripp Construction Inc.	Crane	Block 30	350 cubic yards caliche	150.00

*This material was sold in 1976 under the old rates.

Land Matters - Continued--

e. Flexible Grazing Leases Nos. 7-9

The following grazing leases are for ten year terms in accordance with the Flexible Grazing Lease Policies adopted by the Board of Regents at its March 26, 1976, meeting provided that the lessee carries out the range conservation and/or ranch improvement practices specified in said lease which shall be certified by the University Land Agent. These leases are on the University's standard form with semiannual payment of rental on January 1 and July 1 of each year in the amount set out in the lease.

No.	Lessee	Location		Acreage	Period	Minimum Annual Rental		Semi-Annual Rental
		County	Block			Minimum Rental Per Acre	Annual Rental	
7*	Louis Brooks (replaces 1173)	Crockett, Schleicher	52,54, 55	7,288.50	1/1/78- 12/31/87	\$1.00**	\$7,288.50***	\$3,036.88
8	Burch Woodward (renewal of 1005)	Terrell	37	11,863.0	1/1/78- 12/31/87	.48**	4,745.20***	2,372.60
9	S. F. Henderson (renewal of 1006)	Ector, Crane	35	5,531.62	1/1/78- 12/31/87	.25**	1,382.91***	691.46

*University's half of the bonus - \$19,929.49

**This does not include hunting rental. Hunting rental will be determined annually on June 1 and payable July 1.

***Actual rental to be determined semiannually by the University Land Agent in accordance with the Flexible Grazing Lease Policies based upon the then current price per animal unit and the stocking rate applicable to this lease.

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin - Acceptance of Bequests Under Will of Morton Brown, Austin, Texas, for the Department of Drama. -- The following report was received from the Administration with respect to bequests under the Will of Morton Brown, Austin, Texas:

"Mr. Brown left antique furniture, china, silver and the like, worth around \$12,000, to the Department of Drama. His one-half interest in a piece of Austin real estate, this half interest being worth around \$75,000, is left in trust with Capital National Bank of Austin for the benefit of his elderly sister, Minelma Brown Lockwood, with such income and principal as necessary to be expended for her needs. Mrs. Lockwood has independent means. Upon her death, the trust's assets come to the University to be added to the Morton Brown, Nellie Lea Brown, and Minelma Brown Lockwood Scholarship Fund in Drama established by Mr. Brown and his sisters by gifts over the past several years and now amounting to \$68,765.39. Mr. Brown stated in his will that his surviving sister 'has by her will established a trust fund having identical objects and purposes as herein stated.' Finally, Mr. Brown left his residuary estate, estimated to amount to about \$350,000, to the Scholarship Fund. Capital National Bank and Mr. Guy Winchell Bower are Independent Co-Executors of the Estate."

Whereupon, the Land and Investment Committee without objection accepted with gratitude the antique furniture, china, silver and all other items of tangible personal property not otherwise disposed of in Mr. Brown's Will (valued at approximately \$12,000) that would be useful to the Department of Drama at The University of Texas at Austin, and further authorized the Administration to accept other bequests under the Will, same to be reported for the record at the appropriate time.

2. U. T. Austin - L. D. and Marie Gale Unitrust: Acceptance of Bequest Under Will of Lawrence D. Gale. -- Without objection, and with sincere appreciation, a \$100,000 bequest under the Will of Lawrence D. Gale of Beaumont, Texas, was accepted to be added to the L. D. and Marie Gale Unitrust established in 1972 (Permanent Minutes, Volume XX, Page 1113).

It was reported that this bequest brings the corpus of this trust to a total of \$216,228.83. Income up to 5% of market value is to be paid to Mrs. Gale during her lifetime, and upon her death the corpus and any accumulated income is to be added to the endowment of the L. D., Marie and Edwin Gale Professorship in Judaic Studies established in 1971 (Permanent Minutes, Volume XVIII, Page 2702).

3. Dallas Health Science Center (Dallas Southwestern Medical School): Acceptance of Grant from The Eugene McDermott Foundation and Establishment of The M. T. "Pepper" Jenkins Professorship in Anesthesiology - Dr. Jenkins to Name Initial Holder of Professorship. --Gratefully and without objection, a \$100,000 grant was accepted from The Eugene McDermott Foundation, Dallas, Texas; and The M. T. "Pepper" Jenkins Professorship in Anesthesiology was established at the Dallas Southwestern Medical School of The University of Texas Health Science Center at Dallas in honor of Dr. Jenkins.

Dr. Jenkins, who is the Chairman of the Department of Anesthesiology and the current holder of the Margaret Milam McDermott Chair in Anesthesiology at the Dallas Southwestern Medical School, was authorized to name the initial holder of this professorship subject to the approval of the Board of Regents.

Committee Chairman Clark asked that sincere thanks and appreciation be expressed to Mrs. McDermott.

4. Galveston Medical Branch (Galveston Medical School): Acceptance of Bequest Under Will of Mrs. Thelma Proctor Amawi, Houston, Texas, and Establishment of the Meyer Bodansky Memorial Lectureship. --Upon the recommendation of the Administration and without objection, a bequest of \$10,000 was accepted with gratitude under the Will of Mrs. Thelma Proctor Amawi, Houston, Texas; and the Meyer Bodansky Memorial Lectureship was established at the Galveston Medical School of The University of Texas Medical Branch at Galveston.

It was noted that Mrs. Amawi's will was executed in 1970 when the minimum for a lectureship was \$10,000.

5. Houston Health Science Center (Houston Medical School): Acceptance of Gift and Establishment of the James W. Rockwell Professorship in Public Health (Preventive Medicine and Epidemiology). --With sincere appreciation, and without objection, \$102,000 was accepted from the Rockwell Fund, Inc.; and the James W. Rockwell Professorship in Public Health (Preventive Medicine and Epidemiology) was established at the Houston Medical School of The University of Texas Health Science Center at Houston. From the gift funds \$2,000 will be used for publication of a brochure announcing the professorship.

B. REAL ESTATE MATTERS

1. U. T. Austin - Robert T. Clark, Jr., Scholarship Fund: Proposed Sale of Real Estate (Part of Lot 1, Block 31, Unit 4, Rollingwood Estates, Bexar County, Texas) to Vernon C. Friesenhahn, San Antonio, Texas. --The proposed sale set forth in the caption was withdrawn by the Administration.

2. U. T. Austin - Archer M. Huntington Museum Fund: Sale of 0.1548 Acres, Samuel C. Bundick League, Galveston County, Texas, to County of Galveston for Right-of-Way. -- Upon recommendation of the Administration, and without objection, authorization was given to sell 0.1548 acres of land out of the Samuel C. Bundick League, Galveston County, Texas (Archer M. Huntington Museum Fund property, The University of Texas at Austin) to the County of Galveston, Texas, for \$232 to be used for right-of-way purposes in connection with the widening of State Highway No. 146. The 0.1548 acre tract lies between the highway and the Southern Pacific Railroad.
3. U. T. Austin - Archer M. Huntington Museum Fund: Underground Pipeline Easement to Amoco Pipeline Company Along Western Line of Huntington Lands (Samuel C. Bundick League, Galveston County, Texas). -- Upon the recommendation of the Administration and without objection, the Land and Investment Committee authorized a ten year underground pipeline easement to Amoco Pipeline Company to run from approximately Highway No. 197 to Virginia Point parallel and adjacent to easements previously granted to Southwestern Bell Telephone Company and Houston Pipeline Company on the extreme western boundary of the Archer M. Huntington Museum Fund property, The University of Texas at Austin. The easement for a 14 inch natural gas pipeline will be thirty feet in width and cover a distance of 920.5 rods; and Amoco Pipeline Company will pay a consideration of \$15.00 per rod or a total consideration of \$13,807.50.
4. U. T. Austin - Lundell Professorship of Systematic Botany: Lease to Tim Allen and Terry Morgan dba Pioneer Fence Company, Dallas, Texas, Lots 7, 8, 9, Block 10, Original Donation of Renner Addition to City of Dallas, Collin County, Texas. -- Without objection and upon recommendation of System Administration, the Land and Investment Committee authorized a lease to Tim Allen and Terry Morgan, dba Pioneer Fence Company, Dallas, Texas, covering Lots 7, 8 and 9 of Block 10, Original Donation of Renner Addition to City of Dallas, Collin County, Texas (portion of Lundell Professorship of Systematic Botany property, The University of Texas at Austin). The lease will be for a five year term ending November 14, 1982, at a rental of \$300 per month less a \$30 monthly commission to be shared equally by David Howard Co., Realtors, and Pete Ford, Realtor, both of Allen, Texas.
- It was pointed out that Dr. Lundell, the donor of this property, recommended this lease and expressed the thought that it would encourage additional activity in the area.
5. U. T. Austin - Wm. J. McDonald Observatory Fund: Oil and Gas Lease on Interest in 130 Acres, Lamar and Delta Counties, Texas, to E. A. Wendlandt, Tyler, Texas. -- Mr. E. A. Wendlandt of Tyler, Texas, was granted, without objection, an oil and gas lease on an undivided one-half of the oil and gas owned by the University under a tract of 130 acres in the A. O. Barbee and J. M. Evans Survey in Delta and Lamar Counties,

Texas (W. J. McDonald Observatory Fund property, The University of Texas at Austin) for a primary term of 5 years. The terms of the lease are: 1/5 royalty, \$10 per acre bonus and \$1 per acre annual delay rental.

This acreage was previously leased to Mr. Joe C. Pickett on September 11, 1972, and assigned to Mr. E. A. Wendlandt on September 18, 1972, although such assignment was not reported to the Board of Regents. The lease expired on August 14, 1977.

6. U. T. El Paso - Frank B. Cotton Trust: Partial Release of Lien to Criswell Poultry & Egg Co., Inc., El Paso, Texas (56,980.42 Square Feet in N. W. Burdette Survey No. 2, El Paso, Texas - Sold to Halem Ayoub, et al). -- The Administration reported that Criswell Poultry & Egg Co., Inc., who had assumed a promissory note in the original amount of \$75,000 from Halem Ayoub, et al, to the Board of Regents, had requested a partial release of the lien created by this note. The note was accepted by the Board of Regents as a part of the purchase price for a 56,980.42 square foot tract of land in N. W. Burdette Survey No. 2, El Paso, Texas (Permanent Minutes, Volume XX, Page 89 - Frank B. Cotton Trust property, The University of Texas at El Paso). As consideration for the partial release of lien, Criswell Poultry & Egg Co., Inc., had agreed to make a prepayment of principal of \$5,000 and to increase the interest rate on the note from 7-1/2% to 9%.

After due consideration, the Land and Investment Committee granted the request of Criswell Poultry & Egg Co., Inc., and authorized a partial release of lien covering 25,355.13 square feet of land on which a small building is located out of this 56,980.42 square foot tract in N. W. Burdette Survey No. 2, El Paso, Texas.

It was noted that after the prepayment by Criswell, the principal balance on the note will be approximately \$54,000. At 9% interest over the remaining term of 120 months, the new monthly payments will be approximately \$691.00. The Board of Regents will retain as security its lien on 31,625 square feet of land and a building of approximately 11,500 square feet with a combined value well in excess of \$100,000.

7. U. T. El Paso - Frank B. Cotton Trust: Revision of Mining Lease to Bill Gregory, Van Horn, Texas - 40 Acres, GC&SF Survey, Hudspeth County, Texas. -- The Administration reported that in connection with the mining lease covering 40 acres in Section 39, Block 3, GC&SF Survey, Hudspeth County, Texas, granted to Mr. Bill Gregory, Van Horn, Texas, at the April 15, 1977 meeting of the Board of Regents, Mr. Gregory had been unable to secure a \$50,000 performance bond, which was one of the principal terms of the approved lease. The Office of General Counsel had advised that such a bond was not a legal requirement under the Surface Mining and Reclamation Act of the State of Texas since the lease excludes oil and gas, other liquid hydrocarbons, potash, sulphur, coal, lignite and fissionable materials.

After a discussion and upon the recommendation of the Executive Director for Investments, Trusts and Lands, the Land and Investment Committee without objection authorized revision of the mining lease to Mr. Gregory approved on April 15, 1977, by deleting the provision requiring the Lessee to furnish a surety bond acceptable to the University in the amount of \$50,000 guaranteeing performance of the lease terms and by requiring the \$9600 minimum annual royalty under the terms of the lease to be paid in advance. The other terms of the lease will remain the same.

III. OTHER MATTERS

Report of Securities Transactions for Permanent University Fund and Trust and Special Funds for August 1977. -- The Report of Securities Transactions for the Permanent University Fund and Trust and Special Funds for the month of August 1977, submitted by the Office of Investments, Trusts and Lands, was mailed to each Regent by Secretary Thedford on October 18, 1977. No comments were received, and it is attached (Attachment No. 2) following Page HT-3 of Attachment No. 1 and made a part of these Minutes.

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

Vice-Chairman Williams, also Vice-Chairman of the Board for Lease of University Lands, reported that the Board for Lease of University Lands would hold its 67th Public Auction of Oil and Gas Leases in Midland, Texas, on December 7, 1977. He stated that a total of 361 tracts covering approximately 116,000 acres would be offered for sale with the oil royalties increased from 1/6 to 1/5.

REPORTS OF SPECIAL COMMITTEES

APPOINTMENT OF AND REPORT BY COMMITTEE TO APPOINT OUTSIDE CONSULTANT TO STUDY OIL, GAS AND MINERAL TRANSACTIONS; APPOINTMENT OF MILLER AND LENTS, LTD., HOUSTON, TEXAS, CONSULTANTS.--On August 12, 1977, in accordance with authorization at the July 1977 Regents' meeting, Chairman Shivers named the following committee to (a) employ an outside consultant to review, study and submit recommendations with respect to oil, gas and mineral transactions of The University of Texas System, and (b) do all things necessary in connection therewith, including without limitation negotiation and execution of an appropriate agreement for services of such consultant: Regent Clark (Chairman), Regent Williams and Regent Shivers.

At the meeting on September 16, 1977, the Committee instructed President Walker to proceed with consideration of a qualified consultant and to submit his recommendations to the Committee for its approval.

Committee Chairman Clark submitted the following report from President Walker, which was adopted without objection:

REPORT TO OUTSIDE OIL AND GAS
CONSULTANT COMMITTEE OF THE
UNIVERSITY OF TEXAS BOARD OF REGENTS

November 10, 1977

At the July 29, 1977 meeting of the Board of Regents (Meeting No. 747), System Administration recommended that a review of certain oil, gas, mineral and related transactions involving the University's West Texas lands should be made for the Board by a consultant with current experience and expertise with respect to such matters. As a consequence, the Board approved the further recommendation of System Administration, that the President of the System, subject to prior approval by a committee composed of Chairman Shivers, Regent Clark and Regent Williams, be authorized to employ an outside consultant to make the review and study and give its recommendations. The Board further requested that the Investment Advisory Committee assist in the selection of the outside consultant and definition of the consultant's duties.

Since that time, System Administration has considered several individuals and organizations for employment in the capacity of consultant for the purposes indicated, and has received the advice and recommendations of the Investment Advisory Committee with respect to format of the study and with respect to selection of a consultant; and, accordingly, makes the following recommendations:

First, that the study be made in essentially three phases, which may be performed somewhat simultaneously or sequentially:

1. A review of current policies pertaining to terms and conditions of the several kinds of transactions relating to sale or lease of interests in University West Texas lands, with initial emphasis on oil, gas and mineral leases.

2. A review of current in-System policies pertaining to follow-up on transactions, including procedures for monitoring and submitting recommendations with respect to lessee development and operating practices, and oil, gas and mineral royalty, obligations and determinations.

3. A review of current accounting and auditing procedures and policies.

Each of the phases would also cover study of existing System management information and data systems and procedures. Further, the consultant would provide a written report to the Board regarding its investigations, conclusions and recommendations.

Details and refinements of the planned Study Phases would be developed in conjunction with the consultant.

It is estimated that the cost of such consultant services would be less than \$50,000. This estimate is based on the assumption that consultant services would be performed on a per diem basis of \$45 to \$75 per man hour, and that the work could be completed within six to eight months.

Second, that the firm of Miller and Lents, Ltd., oil and gas consultants in Houston, Texas, be employed as consultant. This firm was interviewed personally by representatives of System Administration, and appeared to be very knowledgeable and understanding of the Board's purpose, as well as quite enthusiastic about the study. They further appeared to be in a better position than perhaps some other consultants considered, to approach the study from the standpoint of a royalty and land owner, rather than that of a lessee-producer.

This firm has the unanimous approval of the Investment Advisory Committee.

System Administration requests the approval of the above recommendations by this Committee of the Board.



E. D. Walker, President
The University of Texas System

HOUSTON HEALTH SCIENCE CENTER: REPORT OF SPECIAL COMMITTEE TO APPROVE SALE OF PRESIDENT' HOME (LOTS 26 AND 27, BLOCK 5, LAKESIDE FOREST, SECTION 1, ADDITION IN HARRIS COUNTY, TEXAS - 10814 RIVERVIEW, HOUSTON, TEXAS).--No report was submitted at this meeting.

COMMITTEE OF THE WHOLE
(Pages 116-134)

Chairman Shivers filed the following report of the Committee of the Whole; all action of which had been taken in open session. This report was adopted without objection:

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART TWO, CHAPTER VII: SECTION 10 ADDED (DISPOSITION OF ABANDONED AND UNCLAIMED PERSONAL PROPERTY). -- Upon motion of Regent Law, seconded by Vice-Chairman Williams, and upon the recommendation of System Administration, Chapter VII of Part Two of the Regents' Rules and Regulations was amended to comply with H.B. No. 1994, 65th Leg., R.S. by adding a new section, Section 10, with respect to Disposition of Abandoned and Unclaimed Personal Property as set out below. This amendment had been approved by the Office of General Counsel:

- Sec. 10 Disposition of Abandoned and Unclaimed Personal Property. -- Abandoned and unclaimed personal property of every kind, except vehicles and drugs, which is not being held as evidence to be used in a pending criminal case which shall remain in the custody of any component institution department for a period of ninety (90) days without being claimed or reclaimed by the owner, whether known or not, will be transferred to the component institution's designated Property Manager to be disposed of in the following manner:
- 10.1 The designated Property Manager shall mail a notice to the last known address of the owner of such property by certified mail, if the owner is known, if the owner is unknown, then the Property Manager shall cause to be published once in the student newspaper, then in a paper of general circulation in the county in which the institution is located, such notice shall contain the description of the property held, the name of the owner if known, the name and address of the officer holding the property; a statement that if the owner does not claim such property within ninety (90) days from the date of publication, such property will be sold, and the date and place of such sale.
 - 10.2 All personal property which remains unclaimed at the expiration of ninety (90) days from the date of publication of the notice required by Section 10.1, or from the date of service by certified mail, if the owner was known, shall be deemed to be abandoned and may be sold.
 - 10.3 The designated Property Manager shall sell the property which has been abandoned to the highest bidder at public sale; the Property Manager may decline the highest bid and reoffer such property for sale, if he considers such bid insufficient; he need not offer any property for sale, if, in his opinion, the probable cost of sale is in excess of the value of the property; the designated Property Manager shall deposit all proceeds of the sale into a fund which shall be designated for this purpose.
 - 10.4 Any person claiming an interest in any property delivered to the designated Property Manager, which has been presumed abandoned and sold under the provisions of this section, shall be allowed to file a claim to such property with the designated Property Manager on forms and through procedures prescribed by the Property Manager; upon approval of such claim by the designated Property Manager, the owner may recover the proceeds of such sale after deducting the reasonable expenses of keeping such property and the cost of the sale.

- 10.5 Proceeds of the sale, which remain unclaimed, may be used by the institution for student scholarships.
- 10.6 Vehicles, which are abandoned and unclaimed, will be disposed of in accordance with Article 6687-9 of Vernon's Texas Civil Statutes as hereafter amended.
- 10.7 Drugs in the possession of any component institutional police department will be disposed of in the manner prescribed by Article 4476-14, Section 8, of the Texas Dangerous Drugs Act and by Article 4476-15, Section 5.08, of the Texas Controlled Substances Act, or as hereafter amended.

BOARD OF REGENTS: HEARING ON APPEAL OF ALFRED EARL BEFELD, JR., SAN ANTONIO, TEXAS [REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER VI, SECTION 3.(11)3.-- Chairman Shivers recognized Mr. James R. Gillespie, the Attorney representing Mr. Alfred Earl Befeld, Jr., who was appealing to the Board of Regents for reversal of Mr. Befeld's conviction of scholastic dishonesty at the San Antonio Dental School of The University of Texas Health Science Center at San Antonio. This appeal is in accordance with the provisions of the Regents' Rules and Regulations, Part One, Chapter VI, Section 3.(11)3.

Mr. Befeld had been convicted of this charge by decision of a hearing officer, and such conviction had been sustained by President Harrison and then later by System President Walker.

Mr. Gillespie had filed a written Appeal to the Board of Regents on October 25, 1977. A copy of the Appeal to the Board, including the appeals to the President of The University of Texas Health Science Center at San Antonio and to the President of the System, had been furnished to each member of the Board of Regents in addition to a transcript of the Administrative Hearing.

Following an oral review of the Appeal by Mr. Gillespie and a question and answer period, Chairman Shivers placed before the Board the question of whether to sustain the conviction of Mr. Befeld which had already been appealed to and sustained by President Harrison and System President Walker.

Having read the appeal and the transcript, Regent Law concluded the evidence was sufficient to uphold the decision of the Dean, the President of the San Antonio Health Science Center and the President of the System. He moved that the appeal be denied and the administrative decision sustained. Regent Sterling seconded the motion which prevailed without objection.

U. T. SYSTEM: AMENDMENT TO ROSTER OF DEPOSITORY BANKS BY ADDING THE FIRST NATIONAL BANK OF ODESSA, ODESSA, TEXAS.-- The recommendation of System Administration to amend the roster of depository banks of The University of Texas System by adding the First National Bank of Odessa, Odessa, Texas, was approved without objection subject to the bank being willing to execute the standard depository agreements previously adopted by the Board of Regents.

U. T. SYSTEM: AMENDMENT TO SECTION 4 OF 1977-78 BUDGET RULES AND PROCEDURES (PINK SHEETS IN ANNUAL BUDGETS). -- Following a discussion, and without objection, the following subsection was authorized added to Section 4 of the 1977-78 Budget Rules and Procedures (Pink Sheets in Annual Budgets):

4. ITEMS REQUIRING APPROVAL OF THE CHIEF ADMINISTRATIVE OFFICER ONLY (Subject to Items 2 and 3).
 - a. ...
 - b. ...
 - c. ...
 - d. ...
 - e. ...
 - f. ...
 - g. Transactions involving part-time Instructors or Lecturers whose stipend is computed on a "per class" basis provided the full-time academic rate (nine months) does not exceed \$16,000, Items 2a and 3b notwithstanding.

U. T. SYSTEM: AMENDMENT TO PLAN FOR PROFESSIONAL MEDICAL MALPRACTICE SELF-INSURANCE. -- Upon recommendation of System Administration and without objection, the Plan for Professional Medical Malpractice Self-Insurance effective April 1, 1977, for The University of Texas System was amended as set out below in order to (a) provide coverage for certain oral surgeons, (b) provide coverage for certain medical doctors engaged in health services at general academic institutions, (c) exclude from coverage certain claims involving interns, residents and fellows arising in federal health care facilities, (d) provide for coverage of medical staff members, as defined in the Plan, without formal application under some circumstances, and (e) conform provisions of the Plan to current official titles of administrative officers, and otherwise make changes in terms of the Plan necessary to effectuate the foregoing modifications:

Paragraph (a) of Article II, Definitions, was amended to read as follows:

- (a) "Medical staff members" shall mean: (1) medical doctors, oral surgeons, doctors of osteopathy, and podiatrists employed full-time by a medical school or hospital of the System; medical doctors employed full-time in health services at and by a general academic institution of the System; and interns, residents and fellows of such disciplines participating in a patient-care program in the System, who are duly licensed and registered to practice their profession; and (2) medical students who are duly registered in a medical school of the System.

Paragraph (c) of Article II, Definitions, was amended to read as follows:

- (c) "Medical malpractice claim" means an alleged cause of action (arising within the Plan territory) based upon treatment, lack of treatment, or other claimed departure from accepted standards of medical care which proximately result in injury to or death of the participant's patient; provided, however, that "Medical malpractice claim" shall not mean any cause of action or claim arising out of or

incident to, whether directly or indirectly: (1) any unlawful or illegal act, error or omission of participant, unless participant had no reasonable cause to believe his conduct was unlawful or illegal; (2) any assumption of liability or indemnity obligation by participant under a contract or agreement; or (3) any act, error or omission by an intern, resident or fellow occurring in any federal health care facility, including, but not limited to, any Veterans Administration Hospital, and any Public Health Service Hospital.

Paragraph (g) of Article II, Definitions, was amended to read as follows:

- (g) "Administrator" means the President of The University of Texas System.

Paragraph (h) of Article II, Definitions, was amended to read as follows:

- (h) "General Counsel" means the Vice President and General Counsel of The University of Texas System.

Paragraph (k) of Article II, Definitions, was amended to read as follows:

- (k) "Plan territory" means: (1) the United States of America, its territories or possessions, or Canada; or, (2) anywhere in the world for medical doctors, oral surgeons, doctors of osteopathy, or podiatrists, provided the original suit for damages is brought within the United States of America, its territories or possessions, or Canada.

Article IV, Conditions for Participation, was deleted in its entirety and the following substituted therefor:

Each person who is a medical staff member on the effective date of the Plan, and each person who becomes a medical staff member thereafter, shall be a participant in the Plan, provided, however, that (1) each medical student, as an additional condition of participation, must pay into the Fund a fee in such amount or amounts and at such time or times, as may be required by the Board; and (2) a medical doctor employed full-time in health services at and by a general academic institution of the System shall not become a participant unless and until (a) all medical doctors so employed by such institution elect to participate in the Plan, (b) such institution files with the Administrator a written application, on behalf of such medical doctors, for participation in the Plan, and (c) such application is approved and accepted by the Administrator.

Section 3 of Article XII, General Provisions, was amended to read as follows:

Section 3. Entirety of Agreement. This Plan embodies all agreements existing between any and all persons and the System or any of its agents relating to this Plan and the coverage afforded hereunder.

Subsection (a) of Section 8 of Article XII, General Provisions, was amended to read as follows:

- (a) If intended for the Administrator: The University of Texas System, Office of the President, O. Henry Hall, 601 Colorado Street, Austin, Texas 78701, Attention: Vice President and General Counsel

U. T. AUSTIN: RATIFICATION OF EXCEPTION TO REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTION 1.84 (EMPLOYMENT OF VISITING PROFESSORS) AND RATIFICATION OF EMPLOYMENT OF DR. F. L. ROBERTS IN DEPARTMENT OF CIVIL ENGINEERING (FALL SEMESTER 1977-78) AND DR. GILBERT C. CHASE IN DEPARTMENT OF HISTORY AND DIVISION OF GENERAL AND COMPARATIVE STUDIES (1977-78 ACADEMIC YEAR). -- Upon the recommendation of President Rogers, concurred in by System Administration, and without objection, exceptions were ratified to Section 1.84 of Chapter III of Part One of the Regents' Rules and Regulations; and the action of The University of Texas at Austin Administration in making the following appointments was ratified:

Dr. F. L. Roberts Visiting Associate Professor of Civil Engineering on a one-third time basis for the fall semester 1977-78

Dr. Gilbert C. Chase Visiting Professor on a one-third time basis for 1977-78 to teach courses offered jointly by the Department of History and the Division of General and Comparative Studies

U. T. AUSTIN: AUTHORIZATION TO ACCEPT GIFTS OR BEQUESTS FROM THE BUSINESS SCHOOL FOUNDATION (EXTERNAL FOUNDATION) AND AMENDMENT TO REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER VII, SUBSECTION 3.23 OF SECTION 3.2, TO CONFORM. -- Approval was given to the recommendation of System Administration that gifts or bequests from The Business School Foundation be accepted and approved by the Board of Regents in accordance with the Regents' Rules and Regulations, Part One, Chapter VII, Subsection 3.21 and 3.22 of Section 3.2 (External Foundations).

Gifts from this foundation will be reported in the Docket of the President of the System. The foundation charter was filed with the Secretary of State on September 27, 1977.

Subsection 3.23 of Section 3.2 of Chapter VII, Part One of the Regents' Rules and Regulations was amended by adding "The Business School Foundation" to the list of External Foundations.

U. T. AUSTIN: EVALUATION REPORT ON "LITTLE CAMPUS" BUILDINGS BY OFFICE OF FACILITIES PLANNING AND CONSTRUCTION; PRESENTATIONS BY REPRESENTATIVES OF TEXAS HISTORICAL COMMISSION, TEXAS SOCIETY OF ARCHITECTS AND OTHER INTERESTED PARTIES; AUTHORIZATION TO (a) PRESERVE CUSTER HOUSE AND TREES ON SOUTHERN HALF OF SITE; (b) DELAY DEMOLITION OF BUILDING "H" AND OBTAIN COST STUDY; AND (c) DEMOLISH ALL OTHER STRUCTURES; AND APPOINTMENT OF BERAN & SHELMIRE, DALLAS, TEXAS, ARCHITECTURAL CONSULTANT FOR FEASIBILITY STUDY AND COST ESTIMATE. -- An evaluation report on the "Little Campus" buildings at The University of Texas at Austin had been prepared by the Office of Facilities Planning and Construction prior to the September 16, 1977 meeting of the Board of Regents; however, consideration of the item had been postponed until the November meeting, and the report was resubmitted.

Chairman Shivers introduced the following distinguished Texans (representing the organizations indicated) who had asked to speak with respect to the preservation of "Little Campus":

Mr. Cecil Burney	Chairman, Texas Historical Commission
Judge Joe J. Fisher	Secretary, Texas Historical Commission
Mr. Truett Latimer	Executive Director, Texas Historical Commission
Mr. Lee Lawrence	Former President, Texas Historical Commission
Mr. Hobart Key	Member, Texas Historical Commission
Professor Emeritus Philip D. Creer	Representing the Texas Society of Architects

With Mr. Burney initiating the comments, all six gentlemen addressed the Board expressing the hope that the Board of Regents would not demolish the entire "Little Campus." Mr. Burney stated that the Texas Historical Commission realized the Regents had a responsibility and that it was not economically feasible to save the entire "Little Campus," but that the members of the Commission would like to offer a compromise measure: that the Custer House and Building "H" be preserved and restored; that the existing green area be preserved; and that the remaining area be developed for parking. A cost analysis prepared by the members of the Commission indicated that these two buildings and the existing green area could be preserved at a cost of 1.8 million dollars.

Mrs. Susan S. Barry, a student at U. T. Austin and an interested citizen, was also recognized by Chairman Shivers. Mrs. Barry spoke briefly on behalf of the preservation of the entire "Little Campus" and presented a slide film which she said had been prepared by students interested in the preservation.

Chairman Shivers recognized President Walker, who presented the following recommendations of the Administration:

1. Preservation of that portion of Building "C" known as the Custer House, consisting of the most southerly segment and containing approximately 4,600 gross square feet of space on two floors
2. Preservation and maintenance of the grove of trees located on the southern half of the site
3. Demolition of all other structures on the "Little Campus" site
4. Appointment of the firm of Beran & Shelmire, Dallas, Texas, architectural consultant to prepare a Feasibility Study and Cost Estimate for preservation of the Custer House, which study will be reported to the Board at a future meeting

Regent Law moved that the recommendations of the Administration be approved as submitted with the exception that in the demolition of all other structures (Item 3) that Building "H" be preserved until a firm cost estimate with respect to its restoration could be obtained and that the architectural consultant be authorized to prepare a Feasibility Study and Cost Estimate for the preservation of Building "H" to be reported to the Board of Regents at a future meeting.

Regent Law stated that he was impressed with the sincerity of the members of the Texas Historical Commission and the Texas Society of Architects, and if their 1.8 million dollar estimate for the restoration of both the Custer House and Building "H" were accurate he thought it should certainly be considered. He emphasized that priorities must be taken into consideration by the Regents.

Regent Fly seconded the motion, which was approved without objection.

[The statement and the material supplied by the Texas Historical Commission and the Texas Society of Architects are on file in the Secretary's office.]

U. T. EL PASO: APPROVAL OF CONTRACT WITH SIERRA PROPERTIES, INC., FOR AN ARCHAEOLOGICAL SURVEY.--The Administration reported that Sierra Properties, Inc., owns several lots in Sherman Industrial Park within the City of El Paso, including Lots 8 and 10 east of Railroad Drive, and that an archaeological survey prepared in 1977 indicated that Lots 8 and 10 might contain items of archaeological significance. Under Executive Order 11,593, dated May 13, 1971, entitled "Additional Federal Actions Regarding the Preservation of Antiquities," Sierra Properties, Inc., is required to have a further archaeological survey made of Lots 8 and 10 prior to developing them. Sierra Properties, Inc., had requested The University of Texas at El Paso to conduct the archaeological survey, excavate and remove all artifacts and items of archaeological significance and to prepare a report satisfactory to State and Federal authorities.

Upon the recommendation of President Templeton, concurred in by System Administration, and without objection, the Board approved a contract between Sierra Properties, Inc., and the Board of Regents on behalf of The University of Texas at El Paso providing for an archeological survey of Lots 8 and 10 of Sherman Industrial Park in the City of El Paso. The project will be directed by Dr. Rex E. Gerald, Director of the Centennial Museum at U. T. El Paso, and will terminate ten weeks from the effective date of the contract. The sum of \$15,679.20 will be paid U. T. El Paso by Sierra Properties, Inc., during this project period.

GALVESTON MEDICAL BRANCH, HOUSTON HEALTH SCIENCE CENTER AND UNIVERSITY CANCER CENTER: AUTHORIZATION TO PARTICIPATE IN CONSTRUCTION COSTS OF SANITARY SEWER TRUNK LINE AND STORM SEWER TRUNK LINE IN CITY OF HOUSTON AND IN ENGINEERING FEES FOR CONVERSION OF CAMBRIDGE STREET TO FOUR LANES; APPROPRIATION THEREFOR; AND APPROVAL OF TEMPORARY CONSTRUCTION EASEMENT TO JALCO, INC., ALONG EAST SIDE OF APPROXIMATE 100 ACRE SITE LOCATED IN P. W. ROSE SURVEY, HOUSTON, TEXAS (AREA ON WHICH CENTRAL FOOD SERVICE FACILITY IS BEING CONSTRUCTED).--Upon recommendation of System Administration and without objection, the Committee of the Whole authorized participation with the City of Houston in:

1. Contracts for construction of a Sanitary Sewer Trunk Line and a Storm Sewer Trunk Line that will serve the area where the University owns property in the City of Houston on which the Central Food Service Facility is being constructed (the 100 acre site in the P. W. Rose Survey, Houston, Texas) to serve the Houston Health Science Center, University Cancer Center,

Galveston Medical Branch and the Hermann Hospital. The pro rata cost to the University for the Sanitary Sewer Trunk Line is \$204,848.99 and for the Storm Sewer Trunk Line is \$779,794.23.

2. Engineering fees on a pro rata basis not to exceed \$20,000 for the conversion of Cambridge Street on the east side of this same 100 acre site from a two lane street to a four lane street with esplanade.

Upon the further recommendation of System Administration, approval was given to appropriate \$1,005,000 from Account No. 85-0204-2000 to cover the costs of these projects.

As a separate recommendation of System Administration and without objection, authorization was given to grant a 75-foot wide temporary construction easement to Jalco, Inc., to provide a work area along the east side of this same 100 acre tract for the sole purpose of constructing, building and laying the trunk sanitary sewer line [as described in (1) above] and all associate apparatus pursuant to City of Houston Contract No. 17873 with Jalco, Inc.; such temporary easement to expire and terminate upon completion of the contract.

HOUSTON HEALTH SCIENCE CENTER FOUNDATION BOARD OF DIRECTORS: ADDITIONAL NOMINEES.--Upon recommendation of President Blocker, concurred in by Chancellor LeMaistre, and without objection, the names of two additional nominees were added to the list of sixty-six nominees approved by the Board of Regents on September 12, 1975, from which would be selected the membership of the Board of Directors of the Houston Health Science Center Foundation and the five Advisory Councils representing the schools in The University of Texas Health Center at Houston.

There will be no publicity on these nominees until the full membership is reported.

TYLER HEALTH CENTER: REPORT OF ACTIONS TAKEN TO TRANSFER EAST TEXAS CHEST HOSPITAL FROM THE TEXAS DEPARTMENT OF HEALTH RESOURCES TO BOARD OF REGENTS.--The following report was received from System Administration with respect to actions taken to transfer The University of Texas Health Center at Tyler (formerly East Texas Chest Hospital) to the Board of Regents of The University of Texas System:

Report

At the Board of Regents' meeting on July 29, 1977, the Chairman of the Board of Regents was authorized to execute any and all instruments necessary to accomplish the transfer of The University of Texas Health Center at Tyler (formerly East Texas Chest Hospital) to the Board of Regents of The University of Texas System. In that connection, the following documents have been signed by the Chairman of the Board as necessary to the transfer of this institution:

- a. Assignment of Architects' Contract for construction underway at The University of Texas Health Center at Tyler from the Texas Department of Health Resources to The University of Texas System

Architects: Page Southerland and Page, Austin, Texas, acting as managing partners;

Preston M. Geren and Associates,
Fort Worth, Texas; and Coleman
and Rolfe, Houston, Texas

- b. Assignment of Construction Contract for construction underway at The University of Texas Health Center at Tyler from the Texas Department of Health Resources to the Board of Regents of The University of Texas System

Contractor: Allen M. Campbell Company, General Contractors, Inc., Tyler, Texas

- c. Agreement for Transfer of the East Texas Chest Hospital from the Texas Board of Health Resources to the Board of Regents of The University of Texas System executed by the Director of the Texas Department of Health Resources (See Pages 125-128.)
- d. Memorandum of Agreement as required by Senate Bill 1300, Acts, 65th Legislature, 1977, between the Texas Department of Health Resources and the Board of Regents of The University of Texas System. (See Pages 129-133.)

Senate Bill 1300, Acts of the 65th Legislature, required that The University of Texas System honor and perform all existing contracts that had been entered into by, for and on behalf of, the East Texas Chest Hospital by The Texas Department of Health Resources. Continuance of the following contracts has been accomplished by the Staff of Central Administration and are submitted for the record:

- a. Training and Education of osteopathic medical students from the Texas College of Osteopathic Medicine at The University of Texas Health Center at Tyler
- b. Training and Education of students of Texas Eastern University in programs in Medical Technology and Nursing
- c. Training and Education of students of Kilgore Junior College in Nursing
- d. Training and Education of students of Tyler Junior College in programs in Respiratory Technology and Vocational Nursing
- e. Agreement with the State Commission for the Blind for operation of a Snack Bar by that agency in facilities of The University of Texas Health Center at Tyler

Each of these contractual agreements will be reviewed during the current fiscal year and any changes deemed necessary will be submitted to the Board of Regents for approval at future meetings.

AGREEMENT FOR TRANSFER
OF
EAST TEXAS CHEST HOSPITAL, TYLER, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement, by and between the TEXAS BOARD OF HEALTH RESOURCES, an agency of the State of Texas, acting by and through its duly authorized Director of the Texas Department of Health Resources, hereinafter called "Board," and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter called "Regents," providing for the transfer of the East Texas Chest Hospital to Regents:

WITNESSETH

WHEREAS, the East Texas Chest Hospital was organized as a "State Tuberculosis Hospital" and operated pursuant to the terms and provisions of the Texas Tuberculosis Code; and

WHEREAS, pursuant to the provisions of Chapter 282, Acts 65th Legislature, 1977, Regular Session (codified as Article 3201a-4, Vernon's Civil Statutes), the governance, operation, management, control, and ownership of the East Texas Chest Hospital and all land, buildings, facilities, improvements, equipment, supplies, and property comprising the Hospital is to be transferred from the Texas Board of Health Resources to the Board of Regents of The University of Texas Sytem, to be effective September 1, 1977; and

WHEREAS, it is the desire of the parties to reduce to writing the terms and conditions of the transfer of East Texas Chest Hospital to Regents under the mandate of Chapter 282, Acts 65th Legislature, 1977, Regular Session (codified as Section 3201a-4, Vernon's Civil Statutes):

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Texas Board of Health Resources and the Board of Regents

of The University of Texas System in consideration of the premises and other good and valuable consideration do hereby agree as follows:

1. Board hereby transfers and conveys to Regents all right, title, and interest which it may have to the land, buildings, improvements, equipment, supplies, and property comprising the East Texas Chest Hospital in Tyler, Smith County, Texas, same being described as:

BEING a part of a 2,369.1 acre tract of land conveyed by the United States of America acting by and through War Assets Administrator to the State Board of Control of the State of Texas for the use and benefit of Texas State Hospitals and Special Schools by deed dated July 28, 1948, of the Deed Records of Smith County, Texas, and

BEING approximately eight (8) miles Northeast of the City of Tyler, Texas, on State Highway 271 and formerly a part of the military installation known as Camp Fannin, said land herein conveyed comprising the East Texas Chest Hospital, containing approximately 650 acres of land, more or less, in the Elijah Chisum Survey A-198, the Nichols Wren Survey Abstract No. 1014, the Samuel Barnett Survey Abstract No. 100, and the James Jacobs Survey Abstract No. 503 in Smith County, Texas; it being the intent hereof to transfer and convey to the Board of Regents of The University of Texas System all of the properties now owned or within the jurisdiction of the Texas Board of Health Resources comprising the East Texas Chest Hospital and which were transferred to the Board of Regents of The University of Texas System by the Legislature of the State of Texas under the provisions of Chapter 282, 65th Legislature, 1977, Regular Session, and to otherwise implement such act and intent of the Legislature with respect to such properties.

2. Regents hereby accept the land, buildings, improvements, equipment, supplies, and property of the East Texas Chest Hospital and agree to operate and manage the same within the intent of the above mentioned Act and the Rules and Regulations of the Board of Regents of The University of Texas System:

3. Regents also agree to continue to employ all members of the staff and employees of East Texas Chest Hospital with

titles, positions, duties, compensation, and fringe benefits appropriate to Regents' policy. Regents agree to assume and complete performance of any and all contracts and grants held by Board and all contracts and interagency agreements wherein the East Texas Chest Hospital is a party.

4. Board agrees to make available to Regents any balance in income allocated and received from the Biennial Appropriation for the fiscal year 1976-77 for the operation of the Hospital.

5. Board hereby transfers and assigns unto Regents all that certain equipment and personal property reflected in the Inventory of the East Texas Chest Hospital on file in the office of the State Comptroller to which Inventory reference is made for a more complete and detailed description.

6. Board hereby transfers to Regents the balance of the funds received from the Mae Alice Wiley trust, a trust created under the will of Mae Alice Wiley, deceased. Notice of said transfer will be transmitted to Donnell F. Kerr, Trustee under the will of Mae Alice Wiley, deceased.

7. Board will upon request of Regents execute and deliver any additional assignments and supplemental instruments as may be appropriate or required in order to vest title in the Regents of all other assets and properties necessary to consummate a complete transfer of the assets and properties of the East Texas Chest Hospital to Regents.

EXECUTED this _____ day of August, 1977, but effective September 1, 1977.

ATTEST:

TEXAS BOARD OF HEALTH RESOURCES

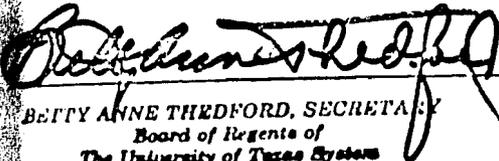
Neva Rees

By

F. L. Duff, M.D.
 Fratis L. Duff, M.D.
 Director
 Texas Department of Health
 Resources

ATTEST:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

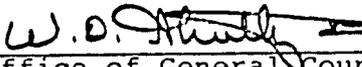

BETTY ANNE THEDFORD, SECRETARY
Board of Regents of
The University of Texas System

By 
Chairman
ALLAN SHIVERS, CHAIRMAN
Board of Regents of
The University of Texas System

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:


President


Office of General Counsel

NOV 11 1977

MEMORANDUM OF AGREEMENT

This AGREEMENT made this 2nd day of September, 1977, by and between the Board of Regents of The University of Texas System, hereinafter referred to as the UT System, and the Department of Health.

WITNESSETH the UT System and the Department of Health, acting pursuant to the provisions of Senate Bill 1300, Acts of the 65th Legislature, 1977, Regular Session, enter into this Agreement for continuation of the examination, diagnosis, referral, hospitalization, and treatment of tuberculosis patients at the East Texas Chest Hospital at Tyler, Texas, hereinafter referred to as the Hospital.

The parties further agree that notwithstanding the statutory duties imposed by Senate Bill 1300, Acts of the 65th Legislature, 1977, Regular Session, that the UT System is committed to assisting the Department of Health in carrying out its duties in controlling tuberculosis.

NOW THEREFORE, in consideration of the promises and the terms, conditions and provisions set forth hereinafter, the parties hereby agree as follows:

I.

The UT System agrees, subject to the terms and conditions herein, to reserve and set aside sixty-three (63) beds for use by tuberculosis patients only.

II.

A priority of admissions of tuberculosis patients for use of the reserved beds will be as follows:

- (1) Referral from the Department of Health, including the outpatient clinics.
- (2) Referral from physician in private practice or from other referral sources.

III.

The number of beds reserved will be reviewed by the parties from time to time, and adjustments in the reserved number may be made by mutual agreement, depending on the need and funding available.

IV.

The UT System agrees to hospitalize, within forty-eight (48) hours any and all acute typical or acute atypical or suspected tuberculosis patients referred by the Department of Health to the Hospital, even if such hospitalization requires the utilization of more beds than the agreed number reserved for tuberculosis patients, unless such hospitalization results in such over-crowding which cannot reasonably be handled by the medical staff, or such over-crowding results in the Hospital being advised by some state or federal agency or accrediting body that such over-crowding is in violation of some state or federal law.

V.

The UT System agrees to make informal weekly reports and formal written reports on a monthly basis to the Department of Health on the number of tuberculosis patients at the Hospital. The monthly report will include the number, characteristics and length of stay of patient with tuberculosis at the Hospital.

VI.

In regard to the operation and continuation of the Public Health Region VII Medical Clinics, the parties agree as follows:

The UT System will provide the necessary physicians to operate the clinics in the counties, locations and for the

number of clinic sessions as set forth below, and will furnish the following medical supplies:

1. Patient dressing gowns to be used on mobile van at all X-Ray clinic sessions;
2. Hypertonic saline solutions for use in portable sputum nebulizer on mobile van;
3. Furnish a 220 volt electrical hook-up and hard surface parking and twenty-four (24) hour security for mobile van, while the van is parked at the Hospital;
4. Tools, spare parts and electrical maintenance for minor repairs to the mobile van as available from the ground maintenance and motor pool at the Hospital;

and the Department of Health will provide all other necessary medical staff, supplies and equipment for these clinics.

Specifically, the Department of Health Agrees to:

1. Schedule the clinics;
2. Provide a mobile tuberculosis clinic van in good working order with necessary medical equipment, and will make any major repairs to the van or equipment;
3. Provide nursing and clerical personnel;
4. Have available up-to-date records and previous roentgenograms on all patients to be seen;
5. Provide anti-tuberculosis medications; and
6. Provide necessary clinic equipment to include at least two X-Ray view boxes and a nebulizer for sputum induction;
7. Provide reimbursement for per diem travel expenses of such hospital physicians.

<u>County</u>	<u>Clinic</u>	<u>Sessions</u>
Anderson	Calhoun Packing	2
Angelina	Lufkin County H.D.	12
Bowie	Texarkana Bowie C.H.D.	12
Cass	Linden Cass C.H.D.	12
Nacogdoches	Nacogdoches	4
Panola	Carthage	4
Polk	Livingston	12
	Alabama Coushatta	2
San Jacinto	Shepard	4
	Coldsprings	4
Shelby	Center	8
Smith	Outpatient Service	156
Tyler	Colmesneil	4

And, further, the Department of Health agrees to employ and headquarter at the UT Health Center at Tyler:

1. Radiologic technician;
2. Trained commercial truck driver;

to facilitate the operation of the mobile van clinic.

Also, the Department of Health agrees to provide a liaison nurse from Public Health Region VII for the tuberculosis clinic sessions at the Hospital. The Department of Health will pay all travel expenses, as permitted by State law, of these employees.

VII.

In regard to the remaining Public Health Region VII clinics, set forth below, the Department of Health agrees to continue to operate these clinics with the contract physicians and other necessary medical staff and supplies, provided, however, the UT System agrees to give such contract physicians necessary inservice training as needed for the detection of tuberculosis.

NOV 11 1977 885

<u>County</u>	<u>Clinic</u>
Anderson	Palestine C.C.
Gregg	Longview
Harrison	Marshall C.H.D.
Houston	Grapeland C.H.D.
Jefferson	Beaumont C.H.D.
	Port Arthur
Orange	Orange C.H.D.
Tyler	Woodville

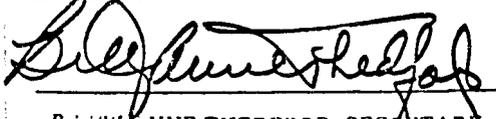
IX.

The parties each agree to appoint one or more persons to serve as a committee to review and recommend changes to the admission policies and the adjustments, if necessary, in the number of beds needed, and any problems which may arise under the procedures and provisions outlined in this Agreement.

X.

This Agreement is for a term of two (2) years and will terminate on August 31, 1979, unless the parties mutually agree in writing to an extension of the Agreement at least sixty (60) days prior to said date of termination.

ATTEST:


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

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

BY 
 ALLAN SHIVERS, CHAIRMAN
 Board of Regents of
 The University of Texas System
 TEXAS DEPARTMENT OF HEALTH

By 
 Commissioner

Approved as to Form:


 W. D. Atwell
 University Attorney

Approved as to Content:


 C. W. Baker
 President and Chief
 Operations Officer

SCHEDULED MEETINGS AND EVENTS. -- Upon the request of Regent (Mrs.) Blumberg, the Secretary was instructed to include under Scheduled Meetings and Events in the Material Supporting the Agenda football schedules for The University of Texas at Arlington and The University of Texas at El Paso in the same manner as the schedule is included for The University of Texas at Austin.

The schedule of the meetings of the Board of Regents was revised to read as follows:

December 15-16, 1977, in Dallas
 (Santa Rita Award Dinner on December 15)
 February 9-10, 1978, in Odessa
 April 6-7, 1978, in Galveston
 (Dedication of Addition to John Sealy Hospital
 and Child Health Center)
 June 8-9, 1978, in Austin
 (Budget Meeting)

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
 (Pages 134-135)

Between meetings of the Health Affairs Committee and the Land and Investment Committee, the Committee of the Whole convened in Executive Session in the same rooms pursuant to Article 6252-17, Sections 2(e), (f) and (g), V.T.C.S.

Chairman Shivers reported that two items were discussed in Executive Session on which action was required - both of these relating to Land Acquisition pursuant to Section 2(f). The two items set out below were considered:

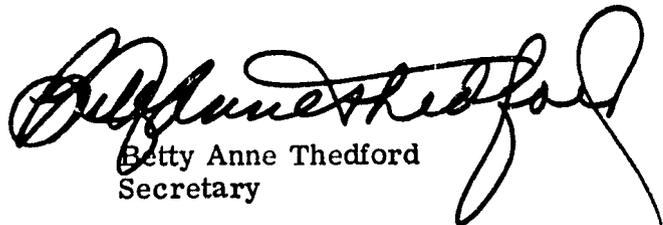
HOUSTON HEALTH SCIENCE CENTER AND UNIVERSITY CANCER CENTER: AUTHORIZATION TO COMPLETE THE PURCHASE OF PRUDENTIAL PROPERTY IN HOUSTON, TEXAS, AND APPROPRIATION THEREFOR. -- Upon motion of Vice-Chairman Williams, seconded by Regent Fly, and without objection, approval was given to the recommendation of System Administration to complete the purchase of the Prudential property in Houston, Texas (purchase authorized under H. B. No. 287, 60th Leg., R.S., 1967) at a cost of \$1,300,000, and an appropriation in that amount was authorized from Account No. 85-0204-2000 to cover the cost of the purchase. The property covers 90,607 square feet in the P. W. Rose Survey, Abstract No. 645, Houston, Harris County, Texas. It is located on the southwest corner of the intersection of Fannin Street and Holcombe Boulevard adjacent to the site of the Prudential Building. It was pointed out that the property will be needed for future development of The University of Texas Units in Houston.

The Chairman of the Board of Regents was authorized to execute all necessary documents to consummate this purchase.

NOV 11 1977 891

UNIVERSITY CANCER CENTER: APPROVAL OF PURCHASE OF 1800 HOLCOMBE BOULEVARD APARTMENTS, HOUSTON, TEXAS, BY THE UNIVERSITY CANCER FOUNDATION. --Upon motion of Vice-Chairman Williams, seconded by Regent Fly, the Board of Regents approved the purchase of the 1800 Holcombe Boulevard Apartments located in Houston, Texas, near the Texas Medical Center by The University of Texas Cancer Foundation at a cost of \$790,000. The site area of these apartments is 1.8747 acres or 81,675 square feet and the improvements on the property represent approximately 40,000 square feet. There are 32 apartments with a caretaker's cottage, storage buildings and carports, all in good condition and well maintained. The complex will be used by The University of Texas System Cancer Center for Fellows who come from all parts of the United States and the world to study at M. D. Anderson; for Visiting Professors who are at the Cancer Center for a duration of approximately four months; for new staff joining the institution who need a few months' transition period to relocate in Houston; for residences for some staff members; and possibly for patients who choose to move to Houston for several months' time during their treatment.

ADJOURNMENT. --The meeting was duly adjourned at 2:40 p. m.


Betty Anne Thedford
Secretary

November 17, 1977