

# OMISSION

Pages 1513 - 1916

*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 (December 16, 1977) to be reflected in the Minutes.

Signed this the 16th day of December A.D. 1977.



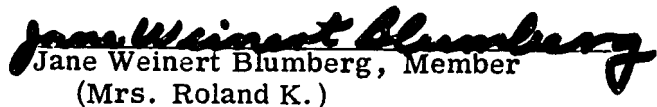
Allan Shivers, Chairman



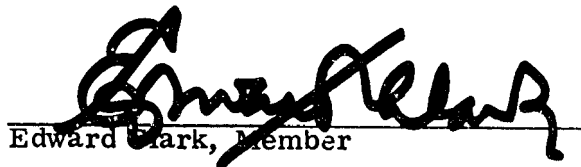
Dan C. Williams, Vice-Chairman



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



Jane Weinert Blumberg, Member  
(Mrs. Roland K.)



Edward Clark, Member



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



Jess Hay, Member



Thos. H. Law, Member



Walter G. Sterling, Member

Meeting No. 750  
THE MINUTES OF THE BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS SYSTEM

Pages 1 - 79

December 15-16, 1977

Dallas, Texas

## MEETING NO. 750

THURSDAY, DECEMBER 15, 1977.--At 10:30 a. m. in the Gold Room of the Fairmont Hotel, Dallas, Texas, Vice-Chairman Williams called to order the meeting of the Board of Regents and said that Chairman Shivers had a conflicting meeting and would not arrive until later in the day.

Vice-Chairman Williams announced that the Board would recess for the meeting of the Buildings and Grounds Committee and would reconvene as a Board at 9:00 a. m. on Friday, December 16, 1977.

[This Committee meeting, attendance at which is voluntary, is held pursuant to the resolution adopted on September 16, 1977, providing for a meeting of the Buildings and Grounds Committee on the day preceding each meeting of the Board of Regents for an in-depth study of the recommendations. The resolution further provided that any formal action relating to the recommendations should be taken as in the past by the full Board and not by the Committee on the preceding day.]

FRIDAY, DECEMBER 16, 1977.--The members of the Board of Regents of The University of Texas System convened in regular session at 9:05 a. m. on Friday, December 16, 1977, in the Cafeteria, Founders Building North on the campus of The University of Texas at Dallas, Dallas, Texas, with the following in attendance and Chairman Shivers presiding:

## ATTENDANCE.--

Present

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

Absent

Secretary Thedford

Chancellor LeMaistre  
President Walker

BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING ON NOVEMBER 10-11, 1977.--Upon motion of Regent Sterling, seconded by Vice-Chairman Williams, the Minutes of the meeting of the Board of Regents of The University of Texas System held on November 10-11, 1977, in Tyler, Texas, were approved without objection as circulated by Secretary Thedford. The official copy is recorded in the Permanent Minutes, Volume XXV, Pages 270- .

**INTRODUCTION OF FACULTY AND STUDENT REPRESENTATIVES--**  
 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 RepresentativeStudent Representatives

U.T. Arlington - President Nedderman introduced:

Dr. Wayne Odom  
 Vice-Chairman of the Faculty Senate

U.T. Austin - President Rogers introduced:

Dr. Harold C. Bold  
 Chairman, Graduate Assembly

Miss Beth Frerking [Daily  
 Mr. Tom Swinnea Texan  
 Mr. Michael Perri Represent-  
 atives]

Miss Amy Jo Long  
 Director, News and  
 Information Services

U.T. Dallas - President Jordan introduced:

Dr. George Kimeldorf  
 Speaker of the Faculty

Mr. Mark Clarke  
 Vice-President Student  
 Government

U.T. San Antonio - President Flawn introduced:

Dr. Curtis W. Hayes  
 Secretary of the General Faculty

Mr. Steve Linahan  
 President, Student Body

Dallas Health Science Center - President Sprague introduced:

Dr. Bettie Sue Masters  
 Chairman, Committee of  
 Delegates

Mr. Eddie C. McCond  
 President of Junior Class  
 representing the student body

Galveston Medical Branch - President Levin introduced:

Lillian L. Lockhart, M.D.  
 Professor of Pediatrics

Houston Health Science Center - Acting President Blocker introduced:

Sam Nixon, M.D.  
 Director of Continuing  
 Education

Miss Laura Bell  
 President Medical Student  
 Body

San Antonio Health Science Center - President Harrison introduced:

Dr. Barbara Sanford  
 Professor of Microbiology,  
 representing both Basic Science  
 and Graduate School

Ms. Lisa Ransopher  
 President of Allied Health  
 Students

Faculty RepresentativeStudent RepresentativesUniversity Cancer Center - President Clark introduced:

Dr. James Bowen  
Professor of Virology & Acting  
Head of the Dept. of Molecular  
Carcinogenesis and Virology

Dr. Frederick B. Hagemester, Jr.  
Senior Resident

Tyler Health Center - Dr. Hurst introduced:

William T. Matlage, M.D.  
Clinical Director representing  
faculty

There were no representatives from either U.T. El Paso or U.T. Permian Basin.

On behalf of the Board of Regents, Chairman Shivers welcomed the representatives and expressed the hope that they would take advantage of the invitation to come and join in the meetings.

**WELCOME AND REPORT BY PRESIDENT BRYCE JORDAN.** --Chairman Shivers recognized Dr. Bryce Jordan, President of The University of Texas at Dallas. On behalf of the faculty, administration and students at U. T. Dallas, President Jordan expressed greetings and welcome to the members of the Board of Regents: "We are delighted to have you here."

President Jordan opened his remarks with a step by step review of the establishment of U.T. Dallas which was created by the Legislature in 1969.

By means of an overhead projector, graphs, bars, charts and other illustrative materials relating to U.T. Dallas were presented by President Jordan to review the institution's operating position. Among other things, these materials related to instructional activities, students, faculty, and faculty recruiting. President Jordan concluded his presentation with the problems that must be confronted over the next few years; namely: (1) building library holdings to serve the particular format of the institution; (2) building space problem to provide for evening classes; and (3) replacement of research equipment that came to the University from the Southwest Center for Advanced Studies. (No written report was filed.)

**RECESS FOR COMMITTEE MEETINGS AND EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE.** --Chairman Shivers announced that (1) the Board of Regents would recess (9:50 a.m.) for meetings of the Standing Committees and (2) following the open session of the Committee of the Whole the Board would reassemble in the VIP Conference Room 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 and Negotiated Contracts - Section 2(f)
  - a. Galveston Medical Branch
  - b. Houston Health Science Center
3. Personnel Matters - Section 2(g)

**RECONVENE.** --At 1:05 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 Cafeteria, Founders Building North on the U. T. Dallas campus, except the Executive Session of the Committee of the Whole.

REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 4 - 12 ).-- 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

Amendments to the 1976-77 and 1977-78 Budgets as recommended in the following item were considered by the System Administration Committee this morning and were adopted without objection:

U. T. Austin, Dallas Health Science Center (Dallas Southwestern Medical School), Galveston Medical Branch (Galveston Medical School), Houston Health Science Center and its Houston Medical School and Houston Dental Branch: 1976-77 and 1977-78 Budget Amendments (3-B-78). -- The appropriate chief administrative officers, concurred in by System Administration, recommend that their respective 1976-77 and 1977-78 Operating Budgets be amended as indicated on the pages set out below:

The University of Texas at Austin, Pages 5 - 6

The University of Texas Health Science Center at  
Dallas (Dallas Southwestern Medical School)  
Pages 6 - 9

The University of Texas Medical Branch at Galveston  
(Galveston Medical School), Pages 9 - 11

The University of Texas Health Science Center at  
Houston and its Houston Medical School and  
Houston Dental Branch, Pages 11 - 12

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

THE UNIVERSITY OF TEXAS AT AUSTIN

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1976-77 Budget</u>				
55.	Plant Funds			
	Transfer of Funds	From: Unappropriated Balance	To: Plant Funds - Allocation for Replacement and Upgrading of Major Administrative Equipment	
	Amount of Transfer	\$ 2,500,000	\$ 2,500,000	---

The three primary reasons for the need to increase computer capacity are: expanded reporting requirements, additional areas of application, and increases in the scope of current application areas.

The federal and the state governments have recently imposed legislation which increase our computer processing requirements. Examples of systems which are being implemented are employee applicant system, student admission system, faculty sick leave, and State Coordinating Board reports. These systems not only require time to run and develop, but they also increase our file size causing a degradation in service to existing areas.

New cost-justifiable applications are constantly being developed. Currently, we are implementing automatic production of course catalogues. This application also allows us to meet reporting requirements of the State Coordinating Board. A major application being delayed until additional computer capacities are available is the computer production of transcripts for students. Other new areas of application are the Library circulation control, Physical Plant equipment inventory, and Student Health Center record retrieval. Lack of available computing resources is costing the University money in many areas.

Simultaneously, our current areas of application are expanding. Areas like Student Loans, Financial Aids, and Library Acquisitions are growing rapidly. The growth of these areas causes our larger more stable data bases, like student records, to increase also. For example, to handle one facet of student loans required us to keep information available on all students enrolled within the last four years. This effectively doubled our file requirements. Another example is the budgeting and accounting of the Available Funds separately increased our accounting files and transaction volume. Legislation to have the state pay a portion of employees' Social Security complicates and increases the payroll procedures.

These are examples of everyday occurrences. The current computer capacity has been exceeded. This procurement will allow us to meet these and future requirements.

DEC 16 1977

1138



<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
<u>1977-78 Budget</u>				
10.	Theodore Delevoryas (Tenure) Botany	Professor	Professor	
	Academic Rate	\$ 30,000	\$ 32,000	11/1/77
	Source of Funds: Unallocated Salaries			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>			<u>Proposed Status</u>			<u>Effective Dates</u>
		<u>Salary Rate</u>	<u>Augmentation</u>	<u>Total Compensation</u>	<u>Salary Rate</u>	<u>Augmentation</u>	<u>Total Compensation</u>	
<u>1977-78 Budget</u>								
<u>Dallas Southwestern Medical School</u>								
2.	James T. Willerson (Tenure) Internal Medicine Professor	\$ 45,000	\$ 12,900	\$ 57,900	\$ 49,500	\$ 20,500	\$ 70,000	11/1/77
	Sources of Funds: Unallocated Faculty Salaries and MSRDP							
3.	Guenter Krejs (Non-tenure) Internal Medicine Assistant Professor	\$ 30,000	\$ 5,000	\$ 35,000	\$ 35,000	\$ 5,000	\$ 40,000	11/1/77
	Source of Funds: Unallocated Faculty Salaries							

DEC 18 1977

1139

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School</u> (Continued)								
4.	James E. Griffin III (Non-tenure) Internal Medicine Assistant Professor Source of Funds: Unallocated Faculty Salaries	\$ 28,500	---	\$ 28,500	\$ 35,000	---	\$ 35,000	11/1/77
5.	Peter E. Lipsky (Non-tenure) Internal Medicine Assistant Professor Sources of Funds: Unallocated Faculty Salaries and MSRDP	\$ 32,000	---	\$ 32,000	\$ 30,000	\$ 5,000	\$ 35,000	11/1/77
6.	Charles T. Richardson (Non-tenure) Internal Medicine Assistant Professor Sources of Funds: NIH Grant and University of California Sub-contract	\$ 32,300	\$ 9,500	\$ 41,800	\$ 39,000	\$ 6,000	\$ 45,000	11/1/77
7.	Donald Capra (Tenure) Microbiology and Internal Medicine Professor (Microbiology); Associate Professor (Internal Medicine) Source of Funds: Unallocated Faculty Salaries	\$ 43,135	\$ 5,665	\$ 48,800	\$ 45,835	\$ 5,665	\$ 51,500	11/1/77

- 7 -

DEC 18 1977

11110

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School</u> (Continued)								
8.	James Forman (Tenure) Microbiology Associate Professor Source of Funds: Unallocated Faculty Salaries	\$ 31,800	---	\$ 31,800	\$ 34,000	---	\$ 34,000	11/1/77
9.	John R. Kettman (Tenure) Microbiology Associate Professor Source of Funds: Unallocated Faculty Salaries	\$ 30,000	---	\$ 30,000	\$ 33,000	---	\$ 33,000	11/1/77
10.	Robert Epstein (Non-tenure) Radiology Assistant Professor Sources of Funds: Departmental Trust Funds and MSRDP	\$ 35,000	---	\$ 35,000	\$ 38,000	\$ 2,000	\$ 40,000	11/1/77
11.	Donald R. Kirks (Non-tenure) Radiology and Pediatrics Associate Professor (Radiology); Assistant Professor (Pediatrics) Source of Funds: MSRDP	\$ 41,230	\$ 2,170	\$ 43,000	\$ 41,230	\$ 13,770	\$ 55,000	11/1/77

DEC 16 1977

4111

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School</u> (Continued)								
12.	Louis H. Paradies (Tenure) Surgery Professor of Orthopedic Surgery	\$ 41,540	\$ 17,460	\$ 59,000	\$ 42,540	\$ 19,460	\$ 62,000	11/1/77
	Sources of Funds: NIH Grant and MSRDP							
13.	Terry D. Allen (Tenure) Surgery Professor of Urology	\$ 43,638	\$ 15,362	\$ 59,000	\$ 44,638	\$ 17,362	\$ 62,000	11/1/77
	Sources of Funds: NIH Grant and MSRDP							

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>1977-78 Budget</u>								
<u>Galveston Medical School</u>								
7.	Young I. Kim (Non-tenure) Internal Medicine Assistant Professor	\$ 27,500	\$ 6,500	\$ 34,000	\$ 27,500	\$ 9,500	\$ 37,000	11/1/77
	Source of Funds: MSRDP							
8.	Jon T. Mader (Non-tenure) Internal Medicine and Marine Biomedical Institute Instructor (Internal Medicine); Member (Marine Biomedical Institute)	\$ 26,000	\$ 2,000	\$ 28,000	\$ 26,000	\$ 7,000	\$ 33,000	11/1/77
	Source of Funds: MSRDP							

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School</u>								
9.	Cattamanchi R. Reddi (Non-tenure) Obstetrics and Gynecology Assistant Professor Source of Funds: MSRDP	\$ 28,000	\$ 9,200	\$ 37,200	\$ 28,000	\$ 14,000	\$ 42,000	11/1/77
10.	Linda M. Cecil (Non-tenure) Obstetrics and Gynecology Assistant Professor Source of Funds: MSRDP	\$ 24,000	\$ 9,300	\$ 33,300	\$ 24,000	\$ 12,000	\$ 35,000	11/1/77
11.	Edward V. Hannigan (Non-tenure) Obstetrics and Gynecology Assistant Professor Source of Funds: Departmental Salaries and MSRDP	\$ 22,000	\$ 6,000	\$ 28,000	\$ 24,000	\$ 9,000	\$ 33,000	11/1/77
12.	Hugo F. Carvajal (Tenure) Pediatrics Associate Professor Source of Funds: Shrine Affiliation Agreement	\$ 36,900	\$ 3,000	\$ 39,900	\$ 40,000	\$ 3,000	\$ 43,000	11/1/77
13.	Norio Akaike (Non-tenure) Physiology and Biophysics Assistant Professor Source of Funds: HEW Grant	\$ 20,100	---	\$ 20,100	\$ 25,000	---	\$ 25,000	11/1/77
14.	Jay C. Fish (Tenure) Surgery Granville T. Hall Professor Source of Funds: Departmental Salaries and MSRDP	\$ 47,000	\$ 23,500	\$ 70,500	\$ 49,000	\$ 24,500	\$ 73,500	11/1/77

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School</u>								
15.	Michael M. Warren (Tenure) Surgery and Continuing Education Robert Earl Cone Associate Professor and Chief	\$ 39,300	\$ 19,600	\$ 58,900	\$ 42,000	\$ 21,000	\$ 63,000	11/1/77
	Source of Funds: R. E. Cone Professorship Funds and MSRDP							
16.	Benjamin L. Allen, Jr. (Tenure) Surgery and Health Care Sciences Associate Professor	\$ 40,600	\$ 20,300	\$ 60,900	\$ 43,000	\$ 21,500	\$ 64,500	11/1/77
	Source of Funds: Surgery Departmental Salaries and MSRDP							

- 11 -

DEC 16 1977

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1977-78 Budget</u>				
8.	Food Service (Auxiliary Enterprises) Transfer of Funds	From: Unappropriated Balances	To: Food Service - Maintenance and Equipment	
	Amount of Transfer	\$ 45,000	\$ 45,000	---

This transfer of \$45,000.00 from Unappropriated Balances to Food Service will provide funds for equipment and installation costs of food services to be located in the new Medical School building.

1111

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

Houston Medical School

9.	Richard S. Ruiz (Non-tenure) Ophthalmology	Clinical Professor and Director (67%T)	Clinical Professor and Director (90%T)	
	Salary Rate	\$ 46,800	\$ 52,000	11/1/77
	Source of Funds: Unallocated Faculty Salaries			

With the opening of the Houston Eye Center, Dr. Richard S. Ruiz, Clinical Professor and Chairman of the Department of Ophthalmology, is devoting increasing amounts of time to the administration and development of the department. The latter also includes planning for the incorporation of Dr. Sperling and his group into the programs of the department.

Houston Dental Branch

10.	Jeffrey Hoover (Non-tenure) Medicine - Endodontics	Assistant Professor	Assistant Professor	
	Salary Rate	\$ 25,000	\$ 28,000	11/1/77

REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE.--  
Stating that only one item had been submitted for consideration by the  
Academic and Developmental Affairs Committee, Committee Chairman  
Sterling filed the following report which was adopted without objection:

Report

U. T. System: Docket No. 3 of the President of the System (Attachment No. 1 (Catalog Change)).--Committee Chairman Sterling reported that no exception had been received to Docket No. 3 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 79 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.



REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 14 - 28 ).-- Committee Chairman Bauerle filed the following report of the Buildings and Grounds Committee. He stated that all actions were approved unanimously in open session unless otherwise indicated. The report was adopted without objection:

Report

Report of Committee Meeting on Thursday, December 15, 1977.--The Buildings and Grounds Committee met on Thursday, December 15, 1977, at 10:30 a.m. in the Gold Room of the Fairmont Hotel, Dallas, Texas. 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. Present at the meeting were: Vice-Chairman Williams, Regents Bauerle, (Mrs.) Blumberg, Clark, Fly, Hay, Law and Sterling.

1. Ashbel Smith Hall - Completion of Fifth Floor: Authorization for Project, Appointment of Wilson, Stoeltje, Martin - Architects - Planning Consultants, Austin, Texas, Project Architect to Prepare Final Plans and Appropriation Therefor; Minor Remodeling Repair Projects within Ashbel Smith Hall, Claudia Taylor Johnson Hall and O. Henry Hall and Appropriation Therefor. -- Upon the recommendation of President Walker and System Administration, authorization was given for:

- a. the completion of unfinished shelled space on the fifth floor of Ashbel Smith Hall for relocation of The University of Texas System Comptroller's Office from Claudia Taylor Johnson Hall to Ashbel Smith Hall
- b. an appropriation of \$15,000 from Permanent University Fund Bond proceeds to cover fees and miscellaneous expenses through the preparation of final plans for the project in Item (a) above
- c. the Office of Facilities Planning and Construction together with any required consultants to prepare construction contract documents for minor remodeling, repair and rehabilitation made necessary by the relocation of the Comptroller's Office and other minor space assignments within Ashbel Smith Hall, Claudia Taylor Johnson Hall and O. Henry Hall
- d. an appropriation of \$85,000 from Permanent University Fund Bond proceeds for the estimated cost of remodeling, repair and rehabilitation as authorized in Item (c) above

From a list of proposed architectural firms, and upon motion of Regent Sterling, duly seconded, the firm of Wilson, Stoeltje, Martin - Architects - Planning Consultants, Austin, Texas, was appointed Project Architect for the fifth floor project in Ashbel Smith Hall with authorization to prepare final plans for the completion of the fifth floor at an estimated total project cost not to exceed \$270,000.

2. U. T. Arlington - E. H. Hereford Student Union Building: Name Changed to E. H. Hereford University Center. -- The recommendation of President Nedderman and System Administration to change the name of the E. H. Hereford Student Union Building at The University of Texas at Arlington was amended and the name was ordered changed to the E. H. Hereford University Center.

3. U. T. Arlington - Remodeling of E. H. Hereford University Center (Formerly Called E. H. Hereford Student Union Building): Award of Contracts for Furniture and Furnishings to Rockford Furniture & Carpets, Inc., Austin, Texas, and Abel Contract Furniture & Equipment Co., Inc., Austin, Texas. -- Upon the recommendation of President Nedderman and System Administration, contracts were awarded to the lowest responsible bidders as set out below for the furniture and furnishings of the remodeled E. H. Hereford University Center (formerly called E. H. Hereford Student Union Building) at The University of Texas at Arlington:

Rockford Furniture & Carpets, Inc.  
Austin, Texas

Base Bid "A" (Tables/Chairs)	\$ 117,040.81
Base Bid "B" (Lounge Furniture)	<u>53,948.81</u>

Total Contract Award to Rockford Furniture & Carpets, Inc.	\$170,989.62
---------------------------------------------------------------	--------------

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

Base Bid "C" (Steel Furniture)	\$ 7,429.60
Base Bid "D" (Fixed Seating)	3,779.20
Base Bid "E" (Panel Systems)	17,679.39
Base Bid "F" (Music Room Furniture)	12,588.00
Base Bid "G" (TV Lounge Furniture)	<u>1,576.90</u>

Total Contract Award to Abel Contract Furniture & Equipment Co., Inc.	<u>43,053.09</u>
-----------------------------------------------------------------------------	------------------

Grand Total Contract Awards	<u>\$214,042.71</u>
-----------------------------	---------------------

4. U. T. Austin - Marine Science Institute at Port Aransas - Waterfront Improvements: Authorization for Project; Appointment of Ogletree and Gunn, Corpus Christi, Texas, Project Engineer; and Appropriation Therefor. -- The Administration reported that the boat basin and access channel at the Port Aransas Marine Science Institute of The University of Texas at Austin which was designed and constructed to accommodate 40-foot long, shallow draft vessels with the entrance of the channel designed for 6 to 8 foot depths, is hazardous for the 85-foot long 6-foot draft Research Vessel (R/V) Longhorn. Vessels of R/V Ida Green class (135-foot long with 9-1/2-foot draft) or larger cannot use the channel or basin at all.

Based on studies and cost estimates by the firm of Ogletree and Gunn, Engineering Consultants of Corpus Christi, Texas, President Rogers and System Administration recommended:

- a. that authorization be given to prepare final plans for a Water Improvements project at the Port Aransas Marine Science Institute of The University of Texas at Austin to include dredging the access channel to a depth of 10 feet,

extending the northeast jetty to the Aransas Ship Channel, widening the channel entrance and repairing existing damaged piling in order to provide safe navigation and adequate docking and waterfront facilities for vessels of R/V Longhorn class and smaller.

It was pointed out by the Administration that further improvements may be required in the future to dock and service research vessels of the R/V Ida Green class and larger.

- b. that the firm of Ogletree and Gunn of Corpus Christi, Texas, be appointed Project Engineer to prepare final plans, specifications and costs estimates.  
It was pointed out that the U. T. Austin Administration had engaged this same firm to make preliminary studies and cost estimates for this project.
- c. that \$350,000 be appropriated from Interest on Bond proceeds to cover the total project cost.

These recommendations were approved without objection.

5. U. T. Austin - Marine Science Institute at Galveston - Cooperative Dredging Project: Report on Negotiations by OFPC (Office of Facilities Planning and Construction) for Cost Sharing Agreement with Baroid Division NL Industries, Inc.; Contract Awarded to Mike Hooks, Inc.; Report of Special Committee Including Appropriation and Ratification Thereof. -- The Administration submitted the following report with respect to the Cooperative Dredging Project and Cost Sharing Agreement with Baroid Division, NL Industries, Inc., Houston, Texas, at the Marine Science Institute at Galveston of The University of Texas at Austin, including the report of Special Committee. These negotiations were authorized by the Board of Regents on April 15, 1977:

#### Report

- a. The Director of the Office of Facilities Planning and Construction completed negotiations with other interested parties in the cooperative dredging project and submitted the negotiated cost sharing agreement to the Special Committee appointed by the Board of Regents on April 15, 1977.
- b. The Special Committee approved the negotiated cost sharing agreement and the project funding as shown in the following Committee Report:

**May 2, 1977**

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

The Special Committee appointed at the April 15, 1977, Meeting of the Board of Regents has approved the cost sharing agreement between the University and other interests which share the access channel which serves the U. T. Austin Marine Science Institute in Galveston. A draft copy of the approved cost sharing agreement is attached.

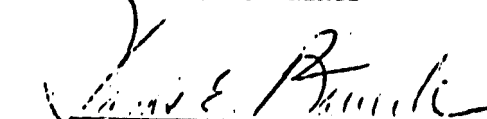
The Special Committee also approved System Administration's recommended sources of funding and appropriation, as follows:

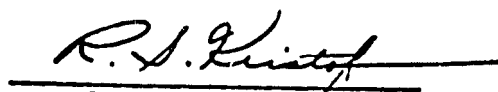
Medical Branch Unexpended Plant Fund Account	\$ 50,000.00
Account No. 63-1020-0000 - Available University Fund - Allocation for Operation and Capital Improvements	<u>300,000.00</u>
<b>Total Appropriation</b>	<b><u>\$350,000.00</u></b>

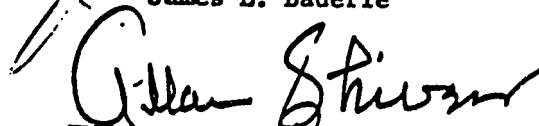
  
William C. Levin

  
E. D. Walker

  
Lorene L. Rogers

  
James E. Bauerle

  
R. S. Kristoferson

  
Allan Shivers

  
Graves W. Landrum

- c. The Director of the Office of Facilities Planning and Construction approved the award to the low responsible bidder, Mike Hooks, Inc. The award was made by Baroid Petroleum Services Division of National Lead Industries, Inc., the executive agency in the cooperative dredging project.
- d. Chairman Shivers signed the appropriate agreement documents which are submitted for the record. (Pages 18-21 ).

AGREEMENT

STATE OF TEXAS  
 COUNTY OF GALVESTON

This AGREEMENT, made and entered into this \_\_\_\_\_ day  
 of \_\_\_\_\_, 1977, by and between BAROID DIVISION, HL  
 INDUSTRIES, INC., 2404 Southwest Freeway, Houston, Texas, hereinafter called  
 "Baroid"; THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of The University  
 of Texas at Austin, hereinafter called "University"; JOE GRASSO AND SON, INC.,  
 of Galveston, Texas, hereinafter called "Grasso"; LIBERTY ICE AND COLD STORAGE  
 COMPANY, of Galveston, Texas, hereinafter called "Liberty"; GALVESTON YACHT  
 BASIN, INC., a Texas corporation, of Galveston, Texas, hereinafter called "GYB";  
 B. J. - HUGHES, INC., of 777 South Post Oak Road, Houston, Texas; FOUR BROTHERS  
 BOAT WORKS, of Galveston, Texas; and STYRON OFFSHORE BOATS, INC.

W I T N E S S E T H:

WHEREAS, a necessity exists for the dredging of that area in Galveston  
 County, Texas, known as the "Grasso Boat Slip" of the Galveston Harbor; and

WHEREAS, the Grasso Boat Slip is utilized by all parties to this Agreement  
 (except GYB) and all parties utilizing the Grasso Boat Slip, except LIBERTY,  
 GYB, BJ-HUGHES, FOUR BROTHERS and STYRON are willing to share the cost of such  
 dredging on the basis set forth herein; and

WHEREAS, the parties hereto have agreed that Baroid may request bids for  
 such dredging and enter into a contract with the party submitting the best bid;

NOW, THEREFORE, in consideration of the mutual benefits, the parties hereto  
 hereby agree as follows:

1. All parties hereby agree to and approve the maintenance dredging of the "Grasso Boat Slip" in the channel of the Galveston Harbor pursuant to the plans and specifications prepared by Goldston Engineering Company, of Corpus Christi, Texas ("Plans"), copies of which have heretofore been reviewed by all parties hereto.

2. Baroid is hereby designated and authorized by the other parties to this Agreement to request bids for such dredging and to enter into a contract with the contractor submitting the lowest and best bid for that certain work called for in the Plans which will be made a part of the contract between Baroid and the low bidder. The parties shall be bound by the choice of contractor mutually agreed upon by Baroid and the University with the understanding that all parties to this Agreement shall be in agreement as to the specifications for the dredging. The University reserves the sole right to reject all bids and approve contractor.

3. The following parties agree to pay the amount or proportionate part of the total project cost set forth beside their respective names, as follows:

- a. Grasso shall pay \$40,000 of the billings for the total project cost.
- b. Baroid shall pay 44.5% of the remaining billings for the total project cost.
- c. University shall pay 55.5% of the remaining billings for the total project cost.
- d. All other parties to this Agreement are not to pay anything.

4. Each party to this Agreement, except GYB, acknowledges the benefits to be derived from the dredging work under this Agreement, and in consideration thereof each party, insofar as it is by law authorized to do, and except as otherwise provided below, hereby assumes full responsibility for all damages to itself which may result from the dredging of the channel, save and except damages resulting from any negligent or willful acts or omissions of the Contractor, and each party to this Agreement hereby releases to the other parties all claims from damages arising to the facilities of the releasing party located on the Grasso Boat Slip, or from any interruptions or interference to operation which results from the non-negligent performance of the dredging work. It is

recognized that even though the dredging work is done strictly in compliance with the Plans, that certain pilings or dock facilities may require substantial repairs or replacements, and each party agrees to stand the expense of any such repair or replacement necessary on or in connection with its facilities, except when such repairs or replacements are made necessary by reason of negligence of the contractor. Each party shall have the option of deciding whether any repairs to or replacements of its property shall be made and by whom.

The dredging contractor shall be liable only for negligent or willful acts or omissions, or operations which go beyond or fall short of the performance required under the dredging contract entered into on behalf of all of the parties to this Agreement by Baroid.

5. The parties hereto have requested that GYB join in the execution of this Agreement solely in its capacity as ground lessor of certain real property to Joe Grasso and Son, Inc., and GYB has executed this Agreement in said capacity and for no other reason or consideration. Moreover, each other party hereto agrees, insofar as is authorized by the Constitution and Laws of the State of Texas, to indemnify and hold harmless GYB from any claim, cause of action for breach of contract or damages, whether expressed or implied, or other costs, including costs of preparation of this Agreement and the Plans, arising out of or attributable to the maintenance, operation or dredging of the Grasso Boat Slip, it being acknowledged by said parties that GYB does not in any manner participate in the maintenance or management of said Grasso Boat Slip, have any interest therein, nor does it accept or assume any liability therefor.

6. This Agreement shall remain in full force and effect until the dredging work under the Plans has been completed and accepted jointly by Baroid and the University and written notice given to each of the parties that said operations have been completed.

7. This Agreement may be signed in counterpart, and shall be binding upon the parties hereto, as well as their respective successors, assigns and legal representatives.

EXECUTED as of the day and year first above written.

BAROID DIVISION  
NL INDUSTRIES, INC.

/s/ G. G. Allen

THE BOARD OF REGENTS OF THE UNIVERSITY  
OF TEXAS SYSTEM

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

ATTEST:

Bellefleur Redford  
Secretary

Approved as to Legal Form:

James H. McClen  
University Attorney

JOE GRASSO AND SON, INC.

/s/ Joe Grasso

LIBERTY ICE & COLD STORAGE CO.

/s/ John A. Mehos, Vice President

Approved as to Content:

James H. McClen  
President and Chief Operating  
Officer

GALVESTON YACHT BASIN

/s/ John W. Leer

B. J. - HUGHES, INC.

/s/ J. T. Streger

FOUR BROTHERS BOAT WORKS

/s/ Wallace Trochesset

STYRON OFFSHORE BOATS, INC.

/s/ James C. Styron, Sr.  
James C. Styron, Sr.

Marinus Van Lenzen

These actions including the appropriation of \$350,000 set out in the report of the Special Committee were in all things ratified by the Buildings and Grounds Committee.



6. U. T. El Paso - Repair, Rehabilitation and Additions to El Paso Centennial Museum: Approval of Preliminary Plans. -- The recommendations of President Templeton and System Administration with respect to the Repair, Rehabilitation and Additions to the El Paso Centennial Museum at The University of Texas at El Paso were read in full by Committee Chairman Bauerle. He called for discussion of this item.

President Templeton, in response to inquiry of the Board, gave a brief statement in justification of his request. He said that the building was built in 1933; it is the only building on the campus at U. T. El Paso that had not been rehabilitated; it is not air conditioned; and it violates the fire safety standards and handicapped requirements. Five years ago the Administration had requested \$525,500 from the Legislature for funding of this project. The appropriation was vetoed by the Governor. Subsequently, the project had been reviewed; the request for funding resubmitted; and funds had been appropriated by the Legislature.

In answer to inquiry from Regent Law, President Templeton indicated that the major increase in the estimated project cost of \$735,500 and the \$525,500 appropriation was due to the addition of space to house the mechanical equipment for the air conditioning and utilities and a workroom for preparing displays.

Upon motion of Regent Sterling, seconded by Regent Clark, the Buildings and Grounds Committee:

- a. Approved the preliminary plans and specifications for the Repair, Rehabilitation and Additions to the El Paso Centennial Museum at The University of Texas at El Paso at an estimated cost of \$735,500 previously appropriated
  - b. Authorized the preparation of final plans and specifications which will be brought to the Board of Regents for consideration at a future meeting
7. U. T. San Antonio - Thermal Energy Plant: Authorization to Expand and to Make Commitment to Win-Sam, Inc., on Actual Cost Basis; Appointment of Committee to Review and Approve Revised Rate Schedule. -- The Administration reported that completion of the Phase II Buildings at The University of Texas at San Antonio would require an increase in the chilling capacity of the thermal energy plant which serves the campus of The University of Texas at San Antonio. This thermal energy plant was built and is owned and operated by Win-Sam, Inc., of Dallas, Texas, to serve U. T. San Antonio under contract awarded on April 24, 1973.

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

- a. Authorized expansion of the thermal energy plant at U. T. San Antonio.

- b. Authorized President Walker to make a commitment to Win-Sam, Inc., on an actual cost basis in accordance with the terms of the existing contract but in no event shall it exceed \$4,500,000 for reimbursement of its investment in expansion of its thermal energy plant at U. T. San Antonio in the event that the University fails to execute a revised rate schedule as called for in the terms of the existing contract. In such an unlikely event title to the capital improvements installed for expansion would vest in the Board of Regents upon payment of the reimbursement.
- c. Appointed a committee consisting of Chairman Shivers, Committee Chairman Bauerle, President Walker, Vice-President for Operations Landrum, Director Kristoferson and Vice-President Mahon to review and approve the detailed terms of the revised rate schedule.
- d. Authorized the Chairman of the Board of Regents to sign the revised contract when the terms had been approved by the committee, the form by the General Counsel, and the content by President Walker.

The revised contract will be submitted to the Board of Regents for ratification at a future meeting.

8. 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 Authorization to Submit to Coordinating Board, Texas College and University System. --System Administration reported that in compliance with the requirements and regulations of the Coordinating Board, Texas College and University System a Long Range Campus Development Plan had been prepared for each of 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) by the Office of Facilities Planning and Construction in consultation with the Administrative Officers of each institution. [Copies of the proposed plans were distributed to the members of the Board of Regents prior to the meeting and are in the Secretary's files.]

At the Committee meeting on Thursday, December 15, Director Kristoferson outlined the physical long range development plans for each of the units and presented three specific charts:

- 1. Existing Land Use Plan
- 2. Proposed Land Use Plan (existing buildings and those planned for next few years)
- 3. Action Program
  - a. New Construction
  - b. Rehabilitation and Remodeling
  - c. Landscaping and Site Work
  - d. Utilities

Following the presentation by Director Kristoferson, the President of the respective institution gave a detailed report on the plans and justification of the needs.

Each set of plans includes anticipated campus improvements which have been projected for approximately five years. The Long Range Campus Development Plans will be amended periodically when changes and additions are justified. The submission of these updated Campus Development Plans is an essential requirement in all future considerations of degree programs, curriculum changes and major construction projects proposed by the health institutions for review and approval of the Coordinating Board.

Upon the recommendation of System Administration and without objection, the Buildings and Grounds Committee approved the submission of the Long Range Campus Development Plans for the six health components of the U. T. System to the Coordinating Board, Texas College and University System with the understanding that each project will be submitted to the Board of Regents for approval.

At the suggestion of Regent Hay, President Walker emphasized for the benefit of the Press and other interested parties that by approving submission of these plans to the Coordinating Board, the Committee was not approving any project or appropriating any funds. On the other hand, the Committee was simply adopting the concept that these long range development plans will aid in the development of these component institutions over the next five year period. He pointed out that as time goes on, it will probably be necessary for these plans to be revised. The plans are fluid. Before any project can be initiated or money spent, it would have to be approved by the Board and funding would have to be made available.

9. Galveston Medical Branch (Galveston Hospitals) - Ambulatory Care Center and Parking: Award of Contract to Harcon Corporation, Houston, Texas, for Relocation of Site Utilities. --The Administration reported that the relocation of utilities is a necessary first step to avoid conflict with foundation installation of the Ambulatory Care Center and Parking at The University of Texas Medical Branch at Galveston. Certain sanitary and storm sewer, gas and water lines in the area need to be relocated at an estimated total project cost of \$250,000.

Upon the recommendation of President Levin and System Administration and without objection, a contract was awarded to the lowest responsible bidder, Harcon Corporation, Houston, Texas, in the amount of \$184,000 for the relocation of utilities associated with the Ambulatory Care Parking Facility at the Galveston Medical Branch.

Funds for this project will come from an appropriation previously approved for the Ambulatory Care Center and Parking Facility.

In response to Chairman Shivers' inquiry, it was pointed out that the utilities would be located underground.

10. Galveston Medical Branch (Galveston Hospitals) - Renovation of Graves Hospital: Report on Feasibility Study for Relocation of Functions Now Housed in Randall Pavilion; Authorization to Increase Scope of Project and for Additional Appropriation. -- The Administration reported that the feasibility study authorized at the September 16, 1977 meeting of the Board of Regents to determine the requirements for relocation of functions now housed in three buildings located on the site of the Texas Department of Corrections Hospital at The University of Texas Medical Branch at Galveston indicated that the Psychiatric functions now housed in one of these buildings (Randall Pavilion) could be relocated in the Graves Hospital and the project should be combined with the Renovation of the Graves Hospital project (authorized April 15, 1977). The most recent survey conducted by the Joint Commission on Accreditation of Hospitals, Psychiatric Facilities, resulted in findings of inadequate life safety standards in both the Randall Pavilion and the Graves Hospital. Studies indicate that the most economical way to meet the stringent Joint Commission requirements for Psychiatric Inpatient facilities would be in areas of new construction rather than in costly remodeling of older buildings.

Whereupon, President Levin and System Administration submitted the following recommendations which were approved without objection:

- a. That an addition of approximately 51,600 square feet to the Graves Hospital building and renovation of the existing 60,000 square feet in this building be authorized at an estimated combined total project cost of \$4,978,000.
- b. That the Project Architect, Koetter, Tharp, Cowell and Bartlett, Houston, Texas, be authorized to prepare preliminary plans and specifications to be submitted to the Board of Regents for consideration at a future meeting.
- c. That an additional \$25,000 be appropriated from Galveston Medical Branch Unexpended Plant Funds, Project Allocation, to cover fees and miscellaneous expenses through completion of preliminary plans, \$25,000 having previously been appropriated from this same source.

In response to inquiry by Regent Law, President Walker enumerated three sources of funding being considered for this project.

11. Houston Health Science Center (Houston Medical School) - Phase III Building: Award of Contracts for Furniture and Furnishings to Central Distributing Company, San Antonio, Texas; LouverDrape, Inc., Houston, Texas, and Rockford Furniture & Carpets, Inc., Austin, Texas. -- Upon the recommendation of Acting President Blocker, concurred in by System Administration, and without objection contracts for the furniture and furnishings for the Phase III Building at the Houston Medical School of The University of Texas Health Science Center at Houston were awarded to the lowest responsible bidders as set out below:

Central Distributing Company  
San Antonio, Texas

Alternate Bid "A"

\$ 112,222

LouverDrape, Inc.  
Houston, Texas

Base Bid "B" 30,980

Rockford Furniture & Carpets, Inc.  
Austin, Texas

Base Bid "C" 82,512

Total Contract Awards \$ 225,714

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

It was pointed out by the Administration that the low bid submitted by Lee Venetian Blind Company, Houston, Texas, on Base Bid "B" was nonresponsive in that no Bid Bond was submitted as required, and that the low bid submitted by Hoover Brothers, Inc., Dallas, Texas, on Base Bid "A" and Alternate Bid "A" (both for Auditorium Seating) was nonresponsive in that it was a conditional bid based on unspecified substitute materials.


12. San Antonio Health Science Center: Easement Agreement with Bexar County Hospital District for Joint Use of a Service Drive. -- Upon recommendation of President Harrison, concurred in by System Administration, and without objection, the Buildings and Grounds Committee authorized an Easement Agreement between the Bexar County Hospital District and The University of Texas Health Science Center at San Antonio providing for the joint use of a service drive. The easement provides for ingress and egress to parking facilities and loading docks on property adjacent to the site of a proposed parking garage which the Hospital District plans to begin constructing in February 1978. The site of the proposed parking garage is on Hospital District property adjoining the northwest boundary of the San Antonio Health Science Center and the service drive crosses property owned by both entities. The Agreement is a mutual two-way easement which had been prepared by the Office of General Counsel and subsequently reviewed by the Legal Counsel for the Board of Managers of the Bexar County Hospital District.
13. San Antonio Health Science Center - Expansion of Basic Science Teaching Space: Report of Committee and Award of Change Order for Addition of Three Levels of Shelled Construction to Kunz Construction Company, Inc. -- The report on Page 27 was received from the committee appointed on September 16, 1977 to award construction of the shell for Levels 3, 4 and 5 and necessary mechanical equipment to Kunz Construction Company, Inc., by change order contingent upon completion of successful negotiations within previously appropriated legislative funds for the Expansion of the Basic Science Teaching Space at The University of Texas Health Science Center at San Antonio:


November 17, 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 approved award of a change order in the amount of \$2,484,681.00 to Kunz Construction Company, Inc., for the shelled-in addition of levels 3, 4 and 5 to the project entitled Expansion of Basic Science Teaching Space at The University of Texas Health Science Center at San Antonio.

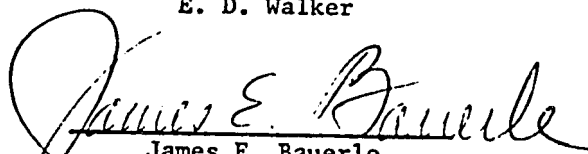
The funds necessary to cover this award are available within the Legislative funds previously appropriated for this project.

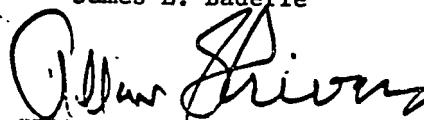
  
R. S. Kristoferson

  
Frank Harrison

  
Graves W. Landrum

  
E. D. Walker

  
James E. Bauerle

  
Allan Shivers

Committee Chairman Bauerle advised that the Special Committee had approved the award of a change order to Kunz Construction Company, Inc., but that the change order had not been awarded; hence, the Administration had requested that its recommendation be changed to read as follows:

"President Harrison and System Administration recommend that the Board approve the action taken by the Special Committee and award the change order in the amount of \$2,484,681 to Kunz Construction Company, Inc., for the shelled-in addition of levels 3, 4 and 5 of the project."

The report of the Special Committee was approved and the recommendation as amended was adopted.

In response to a question by Regent Hay, President Harrison indicated that the shelled-in addition would be needed as soon as it could be completed. Bids for the interior finishing of the space and the contract awards for furniture and furnishings will be presented to the Board as two separate items for consideration at future meetings.

14. University Cancer Center (M. D. Anderson) - Cyclotron Addition: Authorization for Project Subject to Receipt of Grant from National Cancer Institute and Appropriate Matching Funds, Completion of Project and Advertisement for Bids by Administration and Office of Facilities Planning and Construction and Required Consultant, and Appropriation Therefor. -- The Administration reported that the University Cancer Center Administration and Physical Plant Staff and the Office of Facilities Planning and Construction had completed initial studies for an Addition of a Cyclotron to M. D. Anderson, The University of Texas System Cancer Center. This addition would be funded by a grant from the National Cancer Institute and appropriate matching funds at a preliminary estimated total project cost of \$1,471,000.

Upon recommendation of President Clark and System Administration and without objection, the following was authorized:

- a. Addition of a Cyclotron to M. D. Anderson of The University of Texas System Cancer Center including construction and equipping subject to the receipt of a grant from the National Cancer Institute and appropriate matching funds for construction and equipping the facility
- b. Completion of the project design, preparation of final contract documents and advertisement for bids by all necessary actions of the University Cancer Center Administration and Physical Plant Staff, the Office of Facilities Planning and Construction, and required consultant
- c. An appropriation of \$75,000 from University Cancer Center Plant Funds Unappropriated Balance Account No. 106751 for the preparation of final plans and specifications and related project expenses

It was noted that after receipt of all required approvals and confirmation of grant approvals, the project will be advertised. The bidding results and recommended final total project funding will be submitted to the Board of Regents at a future meeting.

REPORT OF HEALTH AFFAIRS COMMITTEE (Pages 28 - 59).--Committee Chairman Law stated that all actions of the Health Affairs Committee had been taken in open session and had been approved without objection unless otherwise indicated. He submitted the following report which was adopted without objection:

1. U. T. System: Model Affiliation Agreements for Health Care Educational Experiences. -- Upon recommendation of System Administration and without objection, model affiliation agreements set out on the pages indicated were approved to replace all such agreements previously approved. The model is in two formats:
  - (a) Form A (Pages 29 - 34 ) is without a hold harmless clause.
  - (b) Form B (Pages 35 - 40 ) includes a hold harmless clause. The hold harmless clause is set out in Section 10 on Page 39 .

1462

HEALTH CARE  
EDUCATIONAL EXPERIENCE PROGRAM  
AFFILIATION AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 197\_\_,  
by and between the \_\_\_\_\_  
\_\_\_\_\_ ("University"), a component institution of The  
University of Texas System, ("System"), and \_\_\_\_\_  
\_\_\_\_\_ ("Facility"),  
a \_\_\_\_\_  
having its principal office at \_\_\_\_\_,  
State of \_\_\_\_\_.

## WITNESSETH:

WHEREAS, Facility now operates \_\_\_\_\_  
facilities located at \_\_\_\_\_, in  
the City of \_\_\_\_\_, State of \_\_\_\_\_, and therein  
provides health care services for persons in need of such ser-  
vices; and University provides an academic program with respect  
to health care; and,

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

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

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



facilities and personnel of Facility;

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

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

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

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

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

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

(a) To comply with all Federal, State and

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

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

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

6. University hereby agrees:

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

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

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

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

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

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

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

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

DEC 16 1977

1467

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

UNIVERSITY

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

CONTENT APPROVED:

\_\_\_\_\_  
President of the System

FORM APPROVED:

\_\_\_\_\_  
General Counsel of the System

Vice President for \_\_\_\_\_ Affairs  
(System)

FACILITY

ATTEST: \_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_.

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

DEC 16 1977

1468

HEALTH CARE  
EDUCATIONAL EXPERIENCE PROGRAM  
AFFILIATION AGREEMENT

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_, 197\_,  
by and between the \_\_\_\_\_  
\_\_\_\_\_ ("University"), a component institution of The  
University of Texas \_\_\_\_\_ system"), and \_\_\_\_\_  
\_\_\_\_\_ ("Facility"),  
a \_\_\_\_\_  
having its principal office at \_\_\_\_\_,  
State of \_\_\_\_\_.

WITNESSETH:

WHEREAS, Facility now operates \_\_\_\_\_  
facilities located at \_\_\_\_\_, in  
the City of \_\_\_\_\_, State of \_\_\_\_\_, and therein  
provides health care services for persons in need of such ser-  
vices; and University provides an academic program with respect  
to health care; and;

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

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

WHEREAS, in order to accomplish such objectives,  
University and Facility intend to establish and implement from  
time to time, one or more educational experience programs which

will involve the students and personnel of University, and the facilities and personnel of facility;

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

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

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

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

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

5. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, Facility hereby agrees to furnish the premises, personnel, services, and all other things necessary for the Educational

Experience Program, as specified in the Program Agreement, and, in connection with such Program, further agrees:

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

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

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

6. University hereby agrees:

(a) To furnish Facility with the names of the



students assigned by University to participate in the Program.

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

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

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

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

9. No oral representations of any officer, agent, or employee of Facility or The University of Texas System, or any of its component institutions, (including, but not limited

to University), either before or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder or under any Program Agreement.

10. University shall, to the extent authorized under the constitution and laws of the State of Texas, hold Facility harmless from liability resulting from University's acts or omissions within the terms of this Agreement; provided, however, University shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, incident to, or resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to University's supervision or control.

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

12. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and year of execution by Facility and University, and after such initial term, from year to year unless one party shall have given one hundred eighty (180) days' prior written notice to the other party of intention to terminate this Agreement. If such notice is given, this Agreement shall terminate:

(a) at the end of the term of this Agreement during which the

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

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

UNIVERSITY

BY \_\_\_\_\_  
President  
\_\_\_\_\_  
\_\_\_\_\_

CONTENT APPROVED:

\_\_\_\_\_  
President of the System

FORM APPROVED:

\_\_\_\_\_  
General Counsel of the System

Vice President for \_\_\_\_\_ Affairs  
(System)

FACILITY

ATTEST:

By \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the \_\_\_\_ day of \_\_\_\_\_, 197\_\_.

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

2. Dallas Health Science Center (Dallas Allied Health Sciences School): Authorization to Seek Permission from Coordinating Board to Establish Department of Gerontological Services Administration and Department of Physician Assistants (Catalog Change). -- Upon the recommendation of President Sprague, concurred in by System Administration, authorization was given to seek permission from the Coordinating Board, Texas College and University System to establish two new departments at the Dallas Allied Health Sciences School of The University of Texas Health Science Center at Dallas: the Department of Gerontological Services Administration and the Department of Physician Assistants.

These are baccalaureate degree programs and the curriculums and faculty are distinct resulting in the functional structure being that of separate departments. Establishment of these departments will not result in increased cost and will increase administrative efficiency.

If these departments are approved by the Coordinating Board, it was ordered that the first catalog published thereafter at the Dallas Health Science Center (Dallas Allied Health Sciences School) be amended to conform.

3. Dallas Health Science Center (Dallas Allied Health Sciences School): Authorization to Seek Permission from Coordinating Board to Establish Certificate Program in Gerontology Services Administration (Catalog Change). -- Upon the recommendation of President Sprague, concurred in by System Administration, and without objection, authorization was given to seek permission from the Coordinating Board, Texas College and University System to establish a Certificate Program in Gerontology Services Administration at Dallas Allied Health Sciences School of The University of Texas Health Science Center at Dallas.

This program will be a component of the baccalaureate degree program currently approved and will permit individuals the opportunity to develop understanding in gerontology without the need to pursue the total degree program. The certificate will be awarded upon completion of twelve semester hours of course work selected to meet the needs and background of each student. No additional courses or faculty will be required.

If this certificate program is approved by the Coordinating Board, it was ordered that the next catalog published at the Dallas Health Sciences School be changed to reflect the new program.

4. Houston Health Science Center: Revision of Bylaws of The Houston Health Science Center Foundation, Inc. -- A revision of the Bylaws of The Houston Health Science Center Foundation, Inc., was recommended by Acting President Blocker, concurred in by System Administration. After due consideration and upon the suggestion of Committee Chairman Law, the second sentence and the last two sentences of Section 3.2 of Article III were amended to read as follows, thereby changing the maximum number of directors to 53 (rather than 41) and the maximum number of directors to

serve for two years and the maximum number of directors to serve for three years to 17 (rather than 13):

"The number of directors shall be not less than three (3), or more than fifty-three (53), and shall include the President and the Vice President for Business Affairs of the Health Science Center."

"Not less than one (1) nor more than seventeen (17) directors shall serve for two (2) years. Not less than one (1) nor more than seventeen (17) directors shall serve for three (3) years."

The Bylaws as amended were adopted in the following form without objection (Pages 42 - 46):

#### BYLAWS

#### THE HOUSTON HEALTH SCIENCE CENTER FOUNDATION, INCORPORATED

#### ARTICLE I

#### OFFICES

- 1.1 The registered office of the corporation shall be at The University of Texas Health Science Center at Houston, 6400 West Cullen, John Freeman Building, Room 100, Texas Medical Center, Houston, Texas 77030, and the name of the registered agent of the corporation at such address is G. C. Franklin.
- 1.2 The corporation may also have offices at such other places, both within and without the State of Texas as the Board of Directors may from time to time determine, or the business of the corporation may require.

#### ARTICLE II

#### PURPOSE

- 2.1 Subject to the provision of Article V of its Articles of Incorporation, the purpose of The Houston Health Science Center Foundation, Incorporated, is to further the mission of The University of Texas Health Science Center by all proper and available means, with emphasis upon financial assistance through encouragement of gifts, grants, donations, and bequests; to have responsibility for private-fund development of the Health Science Center; to determine its own development needs; and to direct the formulation of plans and the promotion of support for its program.

#### ARTICLE III

#### DIRECTORS

- 3.1 The business and affairs of the corporation shall be managed by its Board of Directors, who may exercise such powers of the corporation and do all such lawful acts as are permitted by statute, by the Articles of Incorporation or by these Bylaws.

- 3.2 The Board of Directors shall consist of those individuals appointed by the Board of Regents of The University of Texas System. The number of directors shall be not less than three (3), or more than fifty-three (53), and shall include the President and the Vice President for Business Affairs of the Health Science Center. The members of the Board of Directors shall be recommended by the President of the Houston Health Science Center, and appointed by the Board of Regents of The University of Texas System. The directors shall hold office for three (3) year terms of staggered length and until their successors are duly appointed and qualified. Not less than one (1) nor more than seventeen (17) directors shall serve for two (2) years. Not less than one (1) nor more than seventeen (17) directors shall serve for three (3) years.
- 3.3 The Board of Directors may hold their meetings, both regular and special, either within or without the State of Texas, as shall from time to time be determined.
- 3.4 Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.
- 3.5 Special meetings of the Board of Directors may be called by the President on twenty-four hours' notice to each director, either personally or by mail or telegram; special meetings shall be called by the President or Secretary in like manner and on like notice upon written request by two directors. Except as may otherwise be expressly provided by statute, the Articles of Incorporation, or these Bylaws, neither the business to be transacted at, nor the purpose of any special meeting, need be specified in a notice or waiver of notice of such meeting.
- 3.6 At all meetings of the Board of Directors, the presence of one-third ( $1/3$ ) of the directors shall be necessary and sufficient for the transaction of business, provided however, that at no time shall the presence of less than three (3) directors shall be sufficient for the transaction of business. The act of the majority of the directors present in person or by proxy at a meeting at which a quorum is present shall be the act of the Board of Directors. A director may vote in person or by proxy executed in writing by the director. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.
- 3.7 The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees of directors, each of which committees shall consist of two or more directors, which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be designated and appointed by a resolution adopted by a majority of the directors at a meeting at which a quorum is present, or by the President thereunto authorized by a like resolution of the Board of Directors or by the Articles of Incorporation or by the Bylaws. Membership on such committees may, but need not be, limited to directors. Notice of meetings of the committees shall be given in the same manner as notice of meetings of the Board of Directors.

## ARTICLE IV

## NOTICES

- 4.1 Whenever under the provisions of the statutes, the Articles of Incorporation or these Bylaws, notice is required to be given to any director and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice but any such notice may be given in writing by mail, postage prepaid, addressed to such director at such address as appears on the books of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in the United States mails as aforesaid.
- 4.2 Whenever any notice is required to be given to any director of the corporation under the provisions of the statutes, the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether on or before or after the time stated in the notice, shall be deemed equivalent to the giving of such notice.
- 4.3 Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

## ARTICLE V

## OFFICERS

- 5.1 The officers of the corporation shall be a President, Vice President, a Secretary, and a Treasurer, each of whom must be a member of the Board of Directors. Any two of the offices of President, Vice President, Secretary, or Treasurer may be held by the same person except that the offices of President and Secretary shall not be held by the same person.
- 5.2 The Board of Directors at its first meeting shall choose a President, a Vice President, and a Secretary. The Vice President for Business Affairs of the Houston Health Science Center shall be Treasurer. The Treasurer shall be the registered agent of the Corporation.
- 5.3 The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.
- 5.4 Each officer of the Board of Directors shall hold office for a one (1) year term and until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors, but such removal shall be without prejudice of the contract rights, if any, of the person so removed. If any office of the Board of Directors becomes vacant for any reason, the vacancy may be filled by the Board of Directors.
- 5.5 The President shall preside at all meetings of the Board of Directors; direct the business of the Board; be responsible for the appointment of all committees of the Board and supervise the activities to carry out the aims and objectives of the Board as described in these documents.

- 5.6 The President shall be the chief executive officer of the corporation; he shall have general and active management of the business and affairs of the corporation, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board of Directors shall prescribe.
- 5.7 The Vice President shall preside in the absence of the President at meetings of the Board, and shall have such powers and perform such duties as the Board of Directors may from time to time prescribe or as the President may from time to time delegate to him.
- 5.8 The Secretary or his representative shall attend all sessions of the Board of Directors and record all votes and minutes of all proceedings in a book to be kept for that purpose. He shall give or cause to be given notice of all meetings, where required, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation and when authorized by the Board, affix the same to any instrument requiring it and when so affixed it shall be attested by his signature or the signature of the Treasurer.
- 5.9 The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of the receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.
- 5.10 The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, making proper vouchers for such disbursement, and he shall render the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation and shall perform such other duties as the Board of Directors may prescribe.

## ARTICLE VI

## GENERAL PROVISIONS

- 6.1 The corporate seal shall have inscribed around the circumference thereof the name of the corporation. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.
- 6.2 Any action required by the statutes, Articles of Incorporation or these Bylaws to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the directors of the corporation. Such consent shall have the same force and effect as a unanimous consent of the directors.
- 6.3 The corporation shall indemnify any director, officer or employee, or any former director, officer or employee of the corporation against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding,



whether civil or criminal in nature, in which he is made a party by reason of being or having been such a director, officer or employee (whether or not a director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The corporation may also reimburse any director, officer or employee the reasonable costs of settlement of any action, suit or proceeding if it shall be found by a majority of the directors not involved in the matter in controversy, whether or not a quorum, that it was to the interests of the corporation that such settlement be made and that such director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive to any other rights which such director, officer or employee may be entitled by law or under any bylaw, agreement or otherwise.

- 6.4 All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.
- 6.5 Following approval of these bylaws by the Board of Regents of The University of Texas System, the Board of Directors of The Houston Health Science Center Foundation will act as The Houston Health Science Center Development Board, and will have such duties and responsibilities as set forth in the Regents' Rules and Regulations, Part One, Chapter VII, related to such development boards.

#### ARTICLE VII

#### AMENDMENTS

- 7.1 These Bylaws may be altered or amended by a majority vote of the directors in office at a meeting of the directors, provided notice of the proposed alteration or amendment be contained in the notice of such meeting.
- 7.2 Neither these Bylaws nor any amendments thereto shall be effective until they shall have been approved by the Board of Regents of The University of Texas System.

5. Houston Health Science Center (Houston Medical School); Extension of Affiliation Agreement with Memorial Hospital System of Houston (Formerly Called Memorial Baptist Hospital System of Houston). -- Upon the recommendation of Acting President Blocker, concurred in by System Administration, approval was given to an Extension Agreement extending the Affiliation Agreement by and between the Board of Regents of The University of Texas System and Memorial Hospital System of Houston (formerly called Memorial Baptist Hospital System of Houston) dated December 15, 1967. The Extension Agreement and Exhibit "A" thereto (original Affiliation Agreement) are set out on Pages 47 - 55:

THE STATE OF TEXAS )  
 )  
 COUNTY OF HARRIS )

EXTENSION AGREEMENT

This EXTENSION AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 1977, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM ("University") and the MEMORIAL HOSPITAL SYSTEM OF HOUSTON ("Hospital"), a non-profit corporation having its principal office at 7777 Southwest Freeway, City of Houston, Texas; WITNESSETH:

WHEREAS, University and Hospital are the parties to that particular Affiliation Agreement dated December 15, 1967, and effective for a ten year term; said Agreement being attached hereto as Exhibit "A" and incorporated herein for all purposes; and,

WHEREAS, University and Hospital intend to extend the term of such Agreement for an additional period through and including the 31st day of August, 1978; and,

WHEREAS, University and Hospital shall, during such extension, continue the mutual coordination of their respective medical health care resources for excellence in health care education and for improved patient care in the further development of Houston as a medical center;

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom, University and Hospital agree as follows:

1. The particular Affiliation Agreement, dated December 15, 1967, by and between University and Hospital, and attached hereto as Exhibit "A", is hereby extended for an additional period through and including August 31, 1978.

2. The programs in medical education and improved patient care shall be continued by the parties during this extended period of time.

3. Other than the specific extension of time provided by this Agreement, all terms and conditions of Exhibit "A" shall remain in full force and effect.

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

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Secretary \_\_\_\_\_

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

APPROVED:

CONTENT APPROVED:

*[Signature]*  
UNIVERSITY ATTORNEY

*[Signature]*  
President

*[Signature]*  
Vice President for Health Affairs

ATTEST:

MEMORIAL HOSPITAL SYSTEM OF HOUSTON

*[Signature]*

By *[Signature]*  
President

DEC 16 1967

1-1892

A G R E E M E N T

THE STATE OF TEXAS    |  
                          |  
COUNTY OF HARRIS    |

This AGREEMENT made and entered into this 15<sup>th</sup> day of DECEMBER, 1967, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter sometimes called "University," and the MEMORIAL BAPTIST HOSPITAL SYSTEM OF Houston, hereinafter sometimes called "Hospital," WITNESSETH:

WHEREAS, during the past half century advances in medicine have been more significant and rapid than in any other previous period of history, and over the past two decades the pace has increased dramatically and appears to be accelerating; and

WHEREAS, in recognition of contemporary trends and likely future requirements, University and Hospital agree on the desirability of establishing a closer working relationship between the two institutions, who share a common commitment to offer the people of Houston, Texas, and the Southwest a program of excellence in medical education and also share the desire to coordinate all medical care resources for the benefit of improved patient care and the further development of Houston as a medical center:

NOW, THEREFORE, with these objectives in mind and with an intent to develop both institutions to the maximum extent consistent with the interests of each, University and Hospital hereby agree as follows:

1. EXTENT OF AFFILIATION AT THE DEPARTMENTAL LEVEL

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

EXHIBIT "A"

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

2. PROVISION FOR FACULTY APPOINTMENTS FOR HOSPITAL STAFF MEMBERS

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

(1) Unqualified Tenure Appointment:

Guarantee by Hospital for all future salary costs for any tenure appointments by University

Under this arrangement a contract negotiated between the individual physician and the Hospital, with the approval of the University, whereby the Hospital will guarantee to pay to University the salary in accordance with the terms of the contract

for new personnel granted tenure in case their positions are terminated at Hospital. These payments would continue as long as University is required to maintain these personnel, not to exceed the term of the original contract.

(2) Qualified Tenure Appointment:

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

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

(3) Hospital Staff without Compensation:

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

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

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

3. COMPENSATION ARRANGEMENTS FOR FULL-TIME FACULTY

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

4. JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

Hospital will provide research facilities for physicians who are geographically full time on its campus. Research projects at Hospital may be jointly sponsored by University. In such cases there will be prior agreement as to the extent of the responsibility of each institution in the administration of research funds, provision of staff and facilities and ownership of equipment purchased with research funds.

5. PROVISION FOR REVIEW OF RELATIONSHIP

Both parties agree that a productive and harmonious relationship between the two institutions depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually through continuous contacts at the departmental level. At least annually, and more frequently if necessary, a group representing each institution should meet to review and discuss over-all relationships and policies and other matters of common concern.

It is agreed that the Memorial Baptist Hospital System Board of Trustees, acting for its institution, shall retain

all jurisdictional powers incident to separate ownership, including the power to determine the general and financial policy of the institution, selection of the directing head of the Hospital and the determination of the acceptability and desirability of members of the Hospital Professional Staff.

All admissions of patients to the Hospital shall be under the direction of the Hospital Board and full and complete direction of the administration, supervision of the Hospital, as well as appointment of the Medical Staff, shall at all times be retained by the Hospital Board.

Appointments to the Teaching Staff of the Memorial Baptist Hospital System shall be made by the Hospital Board upon recommendations of the University after due consultation with the Hospital Chief of the Service, or Department Chairman concerned and the Medical Executive Board.

Appointment to the Memorial Baptist Hospital System Medical Staff or membership therein is not contingent upon a teaching appointment.

If any aspect of this agreement becomes unsatisfactory, a joint committee shall be responsible for discussing and resolving the questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities in each institution. If problems develop which are sufficiently serious, and cannot be resolved, either party shall have the right to terminate this agreement upon not less than six (6) months' written notice. The effective date of such dissolution shall be mutually agreed upon with adequate time to allow each institution to make necessary arrangements in an orderly manner.



Subject to the foregoing, this agreement shall be for a term of ten (10) years from and after its effective date and may be terminated at any time upon mutual consent of the parties. It may also be amended in writing to include such provisions as the parties may agree upon.

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

ATTEST:

[Signature]  
Secretary

BOARD OF REGENTS OF  
THE UNIVERSITY OF TEXAS SYSTEM

By [Signature]  
Chairman

MEMORIAL BAPTIST HOSPITAL SYSTEM  
OF HOUSTON

By [Signature]  
Chairman, Board of Trustees

Approved as to Form:

[Signature]  
University Attorney

Approved as to Content:

[Signature]  
Vice-Chancellor for Health  
Affairs

[Signature]  
Vice-Chancellor for Business  
Affairs

DEC 18 1977

Regents' Meeting  
Jan 31 - Feb 1, 1969

AMENDMENT

1-188

THE STATE OF TEXAS }  
COUNTY OF TRAVIS }

This AGREEMENT made and entered into by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, herein called "University," and MEMORIAL BAPTIST HOSPITAL SYSTEM OF HOUSTON, herein called "Hospital," WITNESSETH:

That University and Hospital do hereby agree that paragraph 3 of that certain agreement dated December 15, 1967, by and between the parties shall be and the same is hereby amended by substituting in lieu thereof the following:

"3. COMPENSATION ARRANGEMENTS FOR FULL-TIME FACULTY

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

Except as amended hereby, each and every provision of that certain agreement dated December 15, 1967, shall remain in full force and effect.

EXECUTED by the parties this 7<sup>th</sup> day of February, 1969.

ATTEST:

Betty Anne Theford  
Secretary

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

By Frank C. Brown  
Chairman

Approved as to Form:

Russell W. ...  
University Attorney

Approved as to Content:

Chas. D. ...  
Executive Vice-Chancellor for Health Affairs

Chas. D. ...  
Executive Vice-Chancellor for Business Affairs

ATTEST:

...  
Secretary

MEMORIAL BAPTIST HOSPITAL SYSTEM  
OF HOUSTON

By Samuel H. ...  
Chairman  
Board of Trustees

6. University Cancer Center and Houston Health Science Center: Parking Fees for Parking Lot at Prudential Building in Houston [Request for Parking Fee Survey]. -- Upon the recommendation of President Clark, concurred in by System Administration, parking fees as set out below were approved for the parking lot at the Prudential Building in Houston (The University of Texas System Cancer Center and The University of Texas Health Science Center at Houston):

<u>Class of Parking</u>	<u>Rate Per Month</u>
Open Parking	\$ 9.00
Covered Parking	\$ 12.50

An Auxiliary Enterprise Account will be established for the operation of the parking facilities.

It was pointed out that these parking fees will become a part of the Parking and Traffic Regulations for the institutions involved.

During the discussion of this item, Vice-Chairman Williams asked President Walker to prepare in two categories (academic institutions and health institutions) a survey of parking fees at the various institutions for the Regents' review and study.

7. University Cancer Center: Sponsored Research Agreement with John S. Dunn Research Foundation (Continuous Active Contract for Medical Research). -- Upon the recommendation of President Clark, concurred in by System Administration, the Sponsored Research Agreement set out on Pages 56 - 58 was approved between John S. Dunn Foundation, Houston, Texas, and The University of Texas M. D. Anderson Hospital and Tumor Institute of The University of Texas System Cancer Center.

The John S. Dunn Foundation is a medical research organization as described in Section 170(b)(1)(A)(iii) of the Internal Revenue Code of 1954. This agreement will permit research investigators who are employees of the Foundation to engage in medical research at the University Cancer Center, thereby enhancing the investigative efforts of both.

It was pointed out that this agreement is for one year subject to cancellation by either party upon 6 months' written notice.

SPONSORED RESEARCH AGREEMENT

THIS AGREEMENT executed on the \_\_\_\_\_ day of \_\_\_\_\_, 1977,  
 by and between The University of Texas M.D. Anderson Hospital and Tumor Institute (a component institution of The University of Texas System), hereinafter called "Hospital", and the John S. Dunn Research Foundation, hereinafter called "Foundation"; WITNESSETH:

WHEREAS, Hospital is a non-profit hospital as described in Section 170 (b) (1) (A) (iii) of the Internal Revenue Code of 1954, exempt from federal income tax; and

WHEREAS, Foundation is organized for the principal purpose of engaging in the active conduct of medical research, and desires to engage directly in the continuous, active conduct of medical research in conjunction with Hospital in such a manner as to be classified as a medical research organization as described in Section 170 (b) (1) (A) (iii) of the Internal Revenue Code of 1954;

NOW, THEREFORE, Foundation and Hospital hereby agree as follows:

1. Purposes: The purpose of this Agreement is to provide for the continuous active conduct of medical research by Foundation in conjunction with Hospital.
2. Location: The medical research to be conducted hereunder shall be conducted in locations at the facilities of Hospital, as such locations may be agreed upon by Hospital and Foundation and in other appropriate locations as may be required, so as to reasonably facilitate such medical research.
3. Supervision of Medical Research: The continuous active conduct of medical research in conjunction with Hospital shall be under the supervision of a Director of Research who will be selected jointly by Foundation and Hospital. The research will be conducted by Foundation through the Director of Research who will be assisted by personnel selected by such person, and all of such personnel (including the Director of Research) shall be the employees solely of Foundation while they are engaged in work or other activities arising out of or incident to the medical research conducted pursuant to this Agreement. The salary of the Director of Research and other personnel, and all other costs of conducting the medical research, will be paid by the Foundation.
4. Advisory Committee: The Director of Research will be assisted by an Advisory Committee which will act as consultant to the Director of Research and to the Board of Trustees of Foundation in connection with the conduct and supervision of the medical research. The Advisory Committee will be appointed jointly by Foundation and Hospital.

5. Conduct of Medical Research: The medical research in conjunction with Hospital shall be conducted by the employees of Foundation. Hospital and Foundation shall freely exchange information, ideas and research results of joint projects. All activities conducted at Hospital pursuant to this Agreement shall conform to the policies of Hospital, and the Director of Research shall be responsible for obtaining appropriate approval for such activities. Hospital shall permit its personnel to assist and collaborate in medical research with the personnel of Foundation, and Foundation shall permit its personnel to assist and collaborate in medical research with the personnel of Hospital.

6. Period of Agreement: This Agreement is for a period of one year from the date of execution hereof, unless terminated by any party upon giving the other party six months' written notice of intention to terminate. Amendment of this Agreement shall be only in writing, signed and approved by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first written above, subject to approval of the Board of Regents of The University of Texas System.

CONTENT APPROVED

JOHN S. DUNN RESEARCH FOUNDATION

*Samuel B. ...*  
 Vice President for Health Affairs

BY: *[Signature]*

*[Signature]*  
 President of the System

FORM APPROVED

*Zenward Shivers*  
 Attorney for the System

UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

BY: *R. Lee Clark*  
 President

Approved by the Board of Regents of The University of Texas System on the day of \_\_\_\_\_, 1977.

ATTEST

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

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

8. Tyler Health Center: Authorized Agent for Tax-Free Alcohol Permits. - Upon the recommendation of Superintendent Hural, concurred in by System Administration, the following resolution was adopted:

WHEREAS, The University of Texas Health Center at Tyler is operating as a hospital which requires a continuing supply of alcohol for delivering patient care and other scientific purposes;

THEREFORE, BE IT RESOLVED, That Mr. Oran Ferrell, III, Assistant Administrator of The University of Texas Health Center at Tyler, be authorized to have charge of and be responsible for and apply for and sign the "Application and Withdrawal Permit to Procure Spirits Free of Tax" for The University of Texas Health Center at Tyler, and

BE IT FURTHER RESOLVED, That it shall be the duty of Mr. Oran Ferrell, III, to execute on behalf of The University of Texas Health Center at Tyler any and all documents required by the Alcohol and Tobacco Tax, Internal Revenue Service.

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 59 - 67). -- Committee Chairman Clark submitted the following report of the Land and Investment Committee. He stated that all items were approved unanimously in open session 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 indicated in the report, all necessary instruments authorized in this report when each has been approved as to form by an attorney in the Office of the 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 October 1977 and Report on Oil and Gas Development as of October 31, 1977. -- The following reports with respect to (a) certain monies cleared to the Permanent University Fund for October 1977 and (b) Oil and Gas Development as of October 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>October 1977</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>
<u>Royalty</u>			
Oil	\$3,095,189.57	\$ 5,932,924.29	\$ 6,033,492.14
Gas - Regular	2,530,775.23	4,825,323.54	3,747,115.89
- F.P.C.		462.23	265.35
- Market Value Settlements	377,517.21	856,797.51	573,917.82
- In Kind Settlements	98,200.05	242,065.20	169,832.10
Water	34,952.84	61,924.43	27,643.42
Salt Brine	5,242.07	10,206.03	4,787.66
Sulphur	54,097.54	105,846.89	151,323.96
<u>Rental</u>			
Oil and Gas Leases	15,359.93	394,250.55	460,176.56
Other	( 1,163.54)	( 1,163.54)	5,000.00
Miscellaneous		138,153.16	222,242.89
Bonuses, Oil and Gas Lease Sales	6,211,170.95	12,566,850.34	11,399,802.79
Total, Permanent University Fund	- 0 -	- 0 -	- 0 -
	<u>\$6,211,170.95</u>	<u>\$12,566,850.34</u>	<u>\$11,399,802.79</u>

Oil and Gas Development - October 31, 1977

Acres Under Lease - 952,733

Number of Producing Acres - 360,333

Number of Producing Leases - 1,582

OCT 18 1977

1333

2. PUF: Report of Investments for Fiscal Year Ended August 31, 1977. -- Each member of the Board of Regents received prior to the meeting a Report on the Permanent University Fund Investments for the Fiscal Year Ended August 31, 1977. The Land and Investment Committee ordered copies of this report sent to the Governor and the other State Officials as required by Article 6005 of the Texas Education Code (H.B. No. 1108, 62nd Leg., R.S., 1971).

Committee Chairman Clark pointed out that for 1976-77 the book value of the Permanent University Fund had increased 10.7% and the investment income had increased 14.3% over that of the fiscal year 1975-76.

#### B. LAND MATTERS

1. Permanent University Fund - Settlement in Part of Boundary Conflict Between a Portion of Block L, University Lands and the San Elizario Grant, El Paso County, Texas: Exchange of Approximately 2.669 Acres Out of Sections 7 and 8, Block L, University Lands, El Paso County, Texas, for Approximately 2.670 Acres Out of Tract 3, Block 47, San Elizario Grant, El Paso, Texas, Owned by Mr. George Eads (Surface Only). -- With respect to the boundary conflict between Block L, University Lands (Permanent University Fund) and the San Elizario Grant, El Paso County, Texas, Executive Director for Investments, Trusts and Lands Lobb and University Land Agent Carr submitted a recommendation for the exchange of property with Mr. George Eads as set out below in part settlement of this conflict:

Exchange the surface only of approximately 2.669 acres out of Sections 7 and 8, Block L, University Lands with Mr. George Eads

for

the surface only of approximately 2.670 acres out of Tract 3, Block 47, San Elizario Grant, El Paso County, Texas, owned by Mr. Eads.

Upon motion duly made and seconded, the Land and Investment Committee without objection approved the recommendation as set out above.

It was pointed out that the exchange of this property would involve the surface only with the University retaining its mineral interest in Block L, and Mr. Eads retaining his respective mineral interest out of the San Elizario Grant with each party waiving the rights of ingress and egress to the surface for the purpose of mineral development.



2. Easements and Surface Leases Nos. 4495-4512. -- Easements and Surface Leases Nos. 4495-4512 were approved as set out below. All have been approved as to content by the appropriate officials. Payment has been received 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:

Easements and Surface Leases Nos. 4495 - 4512

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4495	Texas Electric Service Company (renewal of 2492)	Surface Lease (electric substation)	Crane	30	.69 acre	11/1/77- 10/31/87	\$1,500.00 (full)
4496	Shell Oil Company	Surface Lease (cathodic protection unit)	Hudspeth	L	.036 acre	10/1/77- 9/30/87	150.00 (full)
4497	Cap Rock Electric Cooperative, Inc. (renewal of 2322)	Power Line	Reagan	10	85 rds. power line	1/1/77- 12/31/86	150.00 (min.)
4498	Atlantic Richfield Company (renewal of 2494)	Pipe Line	Andrews	13	200 rds. 2-3/8 inch	11/1/77- 10/31/87	500.00
4499	Atlantic Richfield Company (renewal of 2493)	Pipe Line	Crane, Ector	35	1,246 rds. various size	11/1/77- 10/31/87	3,115.00
4500	Gulf Oil Corporation (renewal of 2409)	Pipe Line	Crane	31	329 rds. 4 inch	5/1/77- 4/30/87	822.50
4501	Phillips Petroleum Company (renewal of 2489 and 2490)	Pipe Line	Andrews	4,10, 11,12	1,769.4 rds. various size	10/1/77- 9/30/87	5,153.20
4502	Phillips Petroleum Company (renewal of 2581)	Pipe Line	Andrews	4,5	151.2 rds. 2-3/8 inch	11/1/77- 10/31/87	376.00

DEC 14 1977

4495

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4503	Sun Production Company (renewal of 2410)	Pipe Line	Andrews	13	68.91 rds. 4 inch	4/1/77- 3/31/87	\$ 172.28
4504	Decalta International Corporation (renewal of 2441)	Pipe Line	Andrews	13	277.9 rds. 3½ inch	8/1/77- 7/31/87	694.75
4505	Shell Oil Company (renewal of 2387)	Pipe Line	Andrews	1	161.03 rds. 2½ inch	4/1/77- 3/31/87	402.58
4506	Western Counties Gas Co., Inc.	Pipe Line	Ward	16	509.71 rds. 4½ inch	10/1/77- 9/30/87	1,529.13
4507	Fin-Tex Pipe Line Company	Pipe Line	Crockett	47	1,267.03 rds. 4½ inch	10/1/77- 9/30/87	3,601.09
4508	Estoril Producing Corporation	Pipe Line	Andrews	7	266.16 rds. 2-7/8 inch	8/1/76- 7/31/86	798.48
4509	Lone Star Gas Company of Texas, Inc. and Enserch Corporation	Pipe Line	Ward	18	103.4 rds. 2 inch	7/1/77- 6/30/87	310.20
4510	Lone Star Gas Company of Texas, Inc. and Enserch Corporation	Pipe Line	Ward	18	103.5 rds. 2 inch	6/1/77- 5/31/87	310.50
4511	El Paso Natural Gas Company (renewal of 2503 and 2504)	Pipe Line	Andrews	1,9	1,379.80 rds. 16 inch 10.164 rds. 4½ inch	4/1/78- 3/31/88	4,854.71
4512	Texas Electric Service Company (renewal of 2507)	Power Line	Winkler	21	1,662 rds. H frame	12/1/77- 11/30/87	4,155.00

- 03 -

DEC 14 1977

21965

## II. TRUST AND SPECIAL FUNDS

### A. GIFTS, BEQUESTS AND ESTATES

1. Dallas Health Science Center (Dallas Southwestern Medical School): Establishment of Distinguished Lectureship in Medical Psychology. -- Upon the recommendation of the Administration and without objection, a Distinguished Lectureship in Medical Psychology was established at the Dallas Southwestern Medical School of The University of Texas Health Science Center at Dallas with \$20,000 out of unrestricted funds previously given to the Dallas Health Science Center by a donor who wishes to remain anonymous at this time.
  
2. Galveston Medical Branch (Galveston Medical School): Acceptance of J. Fredrick Mullins, M.D., Charitable Remainder Untrust. -- The J. Fredrick Mullins, M.D. Charitable Remainder Untrust which was accepted in principle by the Board of Regents at its June 10, 1977 meeting, was accepted without objection from Dr. Mullins upon the recommendation of the Administration. The Untrust consists of common stocks, municipal bonds and 23,000 ounces of silver presently worth approximately \$250,000. The terms are:  
  
 During his lifetime, Dr. Mullins will be paid the lower of the net income of the trust or 6% of the annual fair market value of the principal. Upon his death, the same payments will be made, divided equally, to his two children, Lisa M. Reynolds (birthdate June 20, 1956) and J. Fredrick Mullins, Jr. (birthdate April 18, 1958) and then to the survivor. Upon the death of the last life beneficiary, the income will be used for the Galveston Medical Branch Department of Dermatology.
  
3. U. T. Austin - Establishment of John A. Wilson Professorship in Vertebrate Paleontology. -- Upon the recommendation of President Rogers and System Administration and without objection, the John A. Wilson Professorship in Vertebrate Paleontology was established in the Department of Geological Sciences at The University of Texas at Austin with gifts which had been received in the amount of \$55,757 together with firm pledges to bring the endowment to approximately \$108,000 by the end of 1978.

### B. REAL ESTATE MATTERS

1. U. T. Austin - Robert T. Clark, Jr., Scholarship Fund: Sale of Portion of Lot 1, Block 31, Unit 4, Rollingwood Estates in Bexar County, Texas, to R. E. Green. -- Upon the recommendation of System Administration and without objection, the Land and Investment Committee authorized the sale of approximately 2,222 square feet of land out

of Lot 1, Block 31, Unit 4, Rollingwood Estates, Bexar County, Texas (the Robert T. Clark, Jr., Scholarship Fund property accepted on July 20, 1977 for The University of Texas at Austin) to Mr. R. E. Green for \$2,000 cash. The purchaser will pay all costs of closing the transaction.

2. U. T. Austin - Hinds-Webb Fund: Extension of Lease Covering 4.942 Acres, Travis County, Texas, to C. B. Smith, Sr., Austin, Texas. -- The recommendation of System Administration to extend a lease to C. B. Smith, Sr., covering 4.942 acres, a part of the Hinds-Webb Fund, at the northeast corner of Airport Boulevard and North Lamar, Austin, Travis County, Texas, for a period of twenty years commencing January 1, 1990 was approved without objection. The annual rental is to be 10% of the appraised value of the land at that time and is to be adjusted each five years by the increase, if any, in the Consumer Price Index. All improvements would become the property of the University upon termination of the lease.

It was pointed out that the premises covered by this lease were formerly owned by Dr. Walter Prescott Webb, who leased a total of 7.45 acres to Mr. C. B. Smith, Sr., for a term of thirty years, commencing January 1, 1990. The University owns a remainder interest in this tract as part of the endowment for the Hinds-Webb Fund at The University of Texas at Austin.

3. U. T. Austin - Archer M. Huntington Museum Fund: Revision of Sales Agreement with Gulf Coast Waste Disposal Authority. -- The Administration reported that it had received a request from Gulf Coast Waste Disposal Authority to revise the Sales Agreement between the Board of Regents of The University of Texas System (on behalf of The University of Texas at Austin) and Gulf Coast covering 450 acres of the Huntington Lands adjacent to Swan Lake in the northeast corner of the Archer M. Huntington Museum Fund property owned by U. T. Austin. This Sales Agreement was authorized on April 15, 1977, and was executed by the University on May 24, 1977. The purchaser desires the change in order to simplify its application for a permit on the 200 acre tract.

Upon recommendation of System Administration and without objection, the Sales Agreement dated May 24, 1977, between the Board of Regents and Gulf Coast Waste Disposal Authority was authorized amended to:

- a. Divide the land to be sold into a 250-acre northern tract and a 200-acre southern tract
- b. Remove the contingency associated with the closing of the northern tract

4. U. T. Austin - Archer M. Huntington Museum Fund: Oil and Gas Lease to Superior Oil Company on 0.1 Acres, Samuel C. Bundick League, Galveston County, Texas. -- Upon recommendation of the Administration and without objection Superior Oil Company was granted an oil and gas lease on two small tracts comprising approximately 0.1 acres of the Archer M. Huntington Museum Fund lands, Samuel C. Bundick League, Galveston County, Texas (The University of Texas at Austin). The terms of the lease are:

Bonus:	\$ 2,500 (\$410 per acre)
Royalty	1/8
Annual Delay Rental:	\$10 per acre
Primary Term:	3 years

It was noted that these two tracts adjoin a tract of 120 acres leased earlier to Mitchell Energy Corporation by Texas City Terminal Railway Company under which the University owns one-half of the minerals. Superior and Mitchell are partners in the block of leases being assembled.

5. U. T. Austin - J. Marlon West Chair for Constructive Capitalism: Agricultural Lease of 130.387 Acres in William Andrews League, Fort Bend County, Texas, to Joe Rodriguez. -- The Administration's recommendation to lease 130.387 acres in the William Andrews League, Fort Bend County, Texas, (J. Marlon West Chair for Constructive Capitalism property - The University of Texas at Austin) to Mr. Joe Rodriguez for a term of one year commencing January 1, 1978, at a rental of \$1,200 to be used for agricultural purposes was approved without objection.

During the discussion of this item and at the suggestion of Chairman Shivers, Dean Kozmetzky was instructed to confer with the donor as to his desire for the sale of the land endowing this Chair.

6. U. T. El Paso - Josephine Clardy Fox Estate: Three Year Lease to Mr. O. J. Denton Covering Property at 6010 East Paisano, El Paso, Texas. -- Upon the recommendation of System Administration and without objection, the Land and Investment Committee approved the following described lease covering property out of the Josephine Clardy Fox Estate at The University of Texas at El Paso:

Lease covering 20,000 square feet of land in Block 42 of the Clardy Fox-Addition to the City of El Paso, known as 6010 East Paisano, for a term of three years commencing, December 1, 1977 at a rental of \$410.00 per month.

The Lessee will be granted an option to renew for an additional two years at a rental to be agreed upon.

### III. OTHER MATTERS

Report on Securities Transactions for Permanent University Fund and Trust and Special Funds for Months of September and October 1977. -- The Report of Securities Transactions for the Permanent University Fund and Trust and Special Funds for the months of September and October 1977, submitted by the Office of Investments, Trusts and Lands, was mailed to each Regent by Secretary Thedford on November 22, 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.

REPORTS OF SPECIAL COMMITTEES

UNIVERSITY CANCER CENTER (M. D. ANDERSON): REPORT OF SPECIAL COMMITTEE TO RENEGOTIATE REAL ESTATE NOTE WITH PUNTA GORDA ISLES, INC. (51,800 ACRES IN CHARLOTTE, DESOTO AND HIGHLANDS COUNTIES, FLORIDA - M. G. AND LILLIE A. JOHNSON FOUNDATION, INC., TO UNIVERSITY CANCER FOUNDATION). --At the conclusion of the foregoing report, Regent Clark (Chairman of the Special Committee to Renegotiate Real Estate Note with Punta Gorda Isles, Inc. (51,800 Acres in Charlotte, Desoto and Highlands Counties, Florida - M. G. and Lillie A. Johnson Foundation, Inc., to University Cancer Foundation) reported that negotiations had been going on and were discussed in the Executive Session of the Committee of the Whole. The Committee will proceed with the negotiations with respect to this matter.

HOUSTON HEALTH SCIENCE CENTER: REPORT OF SPECIAL COMMITTEE TO APPROVE SALE OF LOTS 26 AND 27, BLOCK 5, LAKESIDE FOREST, SECTION 1, AN ADDITION IN HARRIS COUNTY, TEXAS (PRESIDENT'S HOME - 10814 RIVERVIEW, HOUSTON). --Approval was given to the following written report received from the Special Committee appointed to approve the sale of Lots 26 and 27, Block 5, Lakeside Forest, Section 1, an Addition in Harris County, Texas (President's Home - The University of Texas Health Science Center at Houston - 10814 Riverview, Houston); and the action therein was ratified and in all things confirmed:

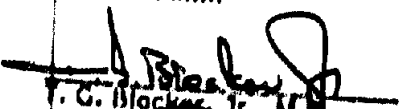
Report

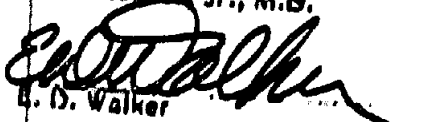
The Special Committee appointed at the Regents' Meeting held July 29, 1977, to sell the property known as 10814 Riverview (Houston, Texas) approved, without exception, the accepting of an offer in the amount of \$207,000 for said property from Thomas N. Thurlow and wife, Heida Thurlow.


Two appraisals on the property placed the fair market value at amounts of \$200,000 and \$207,000. Said property was advertised on a sealed bid basis on two separate occasions. No bids were received at an amount within the appraised value range and subsequently said property was listed under a Multiple Listing Realty Agreement. When listing the property, previous bidders and interested parties were excepted from the listing agreement to allow direct sale by the University, without commission, during the period of the listing agreement to any of those parties. Mr. Thurlow was one of the individuals excepted.


Mr. Thurlow's first Earnest Money Contract included an offer of \$190,000 which was rejected. Upon being advised that the Committee would not consider an offer at this time of less than the highest appraised value (\$207,000), Mr. Thurlow offered a second Earnest Money Contract in the amount of \$207,000 with the stipulation that buyer would obtain a loan in the amount of \$150,000 and would provide a property secured note payable within six months for the balance of the purchase price.

  
G. C. Franklin

  
F. G. Blocker, Jr., M.D.

  
G. D. Walker

  
Walter G. Storling

  
Allan Shivers

## REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

Vice-Chairman Williams, who is also Vice-Chairman of the Board for Lease of University Lands, presented the following report of the Sixty-seventh Public Auction of Oil and Gas Leases held in Midland, Texas, on December 7, 1977.

This was the largest sale in the history of University Lands, topping the June, 1956 record of \$16,274,500 by more than 1.5 million dollars. 347 tracts, comprised of 111,800 acres, were sold for \$17,869,500 for an average of \$159.69 per acre.

The big spenders were Chevron U.S.A., \$4,282,000; Exxon Corporation, \$2,551,000; Gulf Oil Corporation, \$1,815,000; Monsanto Company, \$1,101,000; Getty Oil Company, \$1,070,000; Allied Chemical Corporation, \$586,000; and Union Oil Company of California, \$563,000. There was a total of 52 successful bidders.

The highest individual tract went to Chevron for \$420,000, or \$1,312.50 per acre. Chevron spent its \$4,282,000 on only 15 tracts for an average of \$892.00 per acre.

The deep gas trend stole the show, where 63 percent of the bonus money was collected from only 20 percent of the total acreage. 22,088 acres in Culberson, Loving, Ward, Winkler, and Pecos counties sold for \$11,282,000, or \$510.78 per acre. We sold 20,487 acres (about the same amount of acreage) in the deep gas trend at our last sale in April for 3.55 million dollars and averaged only \$173.00 per acre.

Acreage sold with oil potential, only, went for low prices and averaged \$61.32 per acre in Andrews, Crane, and Ector counties, in the heart of our oil production and crude reserves.

Block 23, Pecos County, located about ten miles east of Fort Stockton over the ultra deep gas formations, was extra hot. 10,880 acres sold there for \$7,821,000 (44% of the total bonus monies), or \$719 per acre. This same block set the prior sale bonus record in 1956 when more than 6 million dollars in bonus monies was collected, including 4.25 million dollars for a drilling block. The drilling block well was abandoned in December, 1957 (20 years ago) at 21,682 feet without reaching the deep gas formations.

Block 23 lies in the deepest portion of the Permian Basin where the basement rock may be at depths close to 30,000 feet. It is in Block 23 where the world's depth record was set when the Ralph Lowe well was abandoned at 28,500 feet in 1972. It is still the deepest well in Texas. Numerous technical problems were encountered there, mostly because of high temperatures in excess of 400 degrees. Two deeper wells have been drilled to 30,000 feet in Oklahoma, both dry, using the experience gained on University Lands. It's now obvious that the industry is once again ready to challenge the risks in this area where a well will cost five to seven million dollars.



**COMMITTEE OF THE WHOLE**  
(Pages 70 - 76 )

Chairman Shivers filed the following report of the Committee of the Whole; all action of which had been taken in open session:

**BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART ONE: AMENDMENT TO CHAPTER VI, SECTIONS 3. (11)3 and 3. (11)4 [STUDENT CONDUCT AND DISCIPLINE].** -- Upon recommendation of System Administration, the Regents' Rules and Regulations, Part One, Chapter VI, Sections 3. (11)3 and 3. (11)4 with respect to Student Conduct and Discipline were amended to read as follows:

- 3.11(3) Either the Dean of Students or the accused student may appeal the decision to the President of the System through the chief administrative officer of the institution. The decision will be reviewed at each level of such appeal upon the basis of the written transcript of the hearing. Arguments either against or in support of the Decision will be considered by the reviewing authority and, at the discretion of such authority, will be presented in writing rather than orally.
- 3.11(4) The chief administrative officer of the institution or the President of the System may approve, reject, or modify the decision in question, or may require that the original hearing be reopened for the presentation of additional evidence and reconsideration of the decision. The action of each reviewing authority shall be communicated in writing to the accused student and the Dean of Students. The decision of the President of the System shall be the final appellate review.

**BOARD OF REGENTS' SPECIAL COMMITTEE -- MEMBERSHIP: COMMITTEE ON U. T. RELATIONS WITH HERMANN HOSPITAL.** -- It was reported that after the November 11, 1977 meeting of the Board of Regents Chairman Shivers named the following Committee on U. T. Relations with Hermann Hospital to deal with a like committee of the Board of Directors of the Hermann Estate to adjust differences that might exist:

Regent Thom. H. Law (Chairman)  
Regent Sterling H. Fly, Jr.  
Regent Jess Hay  
President E. D. Walker

**U. T. SYSTEM: NOMINEES TO BOARD OF DIRECTORS OF THE UNIVERSITY OF TEXAS FOUNDATION, INC.** -- A recommendation was made by the Board of Directors of The University of Texas Foundation, Inc., that the individuals serving on the Board whose terms expire on December 31, 1977, be reappointed. It was so moved, seconded and carried without objection.

The names of those who accept the reappointments will be reported at the February 1978 meeting of the Board of Regents together with the full membership of the Board of Directors of The University of Texas Foundation, Inc., of The University of Texas System.

U. T. SYSTEM: 1978-79 BUDGET POLICIES AND LIMITATIONS FOR GENERAL OPERATING BUDGETS, AUXILIARY ENTERPRISES, CONTRACT AREAS, CURRENT RESTRICTED FUNDS, AND SERVICE AND REVOLVING FUND ACTIVITIES. -- President Walker asked to amend the proposed 1978-79 Budget Policies and Limitations by adding in the second sentence of paragraph number 3 the words "research and service" so that the sentence reads:

"In the case of faculty, merit advances or advances in rank are to be on the basis of teaching effectiveness, research and service."

The amendment was approved and the 1978-79 Budget Policies and Limitations were adopted in the form set out below:

1978-79 Budget Policies and Limitations

for General Operating Budgets, Auxiliary Enterprises, Contract Areas, Current Restricted Funds, and Service and Revolving Fund Activities

Chief Administrative Officers are to write the "first" draft of their operating budgets conservatively, utilizing the following policy items.

1. Over-all budget totals, including reasonable reserves, must be limited to the funds available for the year from:
  - a. General Revenue Appropriations,
  - b. Estimates of Local Income, and
  - c. Limited use of Institutional Unappropriated Balances.
2. The recommendations for salary increases for both teaching and non-teaching personnel are subject to the current regulations and directives included in the General Appropriations Bill. Article IV, Section 32, of H. B. 510 reads as follows:
 

Sec. 32. This section shall apply to those agencies of higher education not covered by Section 1, Article V, of this Act. Funds are provided in the appropriations made to those agencies covered by this section in sufficient amounts to permit annual salary increases of 3.4% in fiscal 1978 and 3.4% in fiscal 1979. Such increases shall be granted to all employees making less than \$12,000 annually as of August 1978, and may be granted to employees making \$12,000 or more as of August 1978. It is expressly provided that institutional administrators may grant merit salary increases to employees whose job performance and productivity is consistently above that normally expected or required.
3. Selective merit salary advances may be provided for the faculty and professional staff. In the case of faculty, merit advances or advances in rank are to be on the basis of teaching effectiveness, research and service. This policy relating to faculty salary increases applies to all fund sources.

4. New faculty positions are to be based on conservative estimates of enrollment increases. Total faculty staffing should be reviewed in terms of planned increases in work load.
5. Merit salary advances for classified personnel in accordance with the Personnel Pay Plan policies approved by the Board may be given only to individuals who will have been employed by the institution for at least six months as of August 31, 1978.
6. New classified positions are to be requested only where increased work load justifies.
7. Maintenance, Operation, and Equipment items should be based only on such amounts as are needed. Increases are not to exceed amounts budgeted in 1977-78 except as related to increased work load, to new programs, or to newly developing institutions.
8. Travel funds are to be shown as separate line items.
9. All requests for Special Equipment must be supported with detailed descriptions and justifications.
10. For U. T. Austin, the base budget is to be drafted excluding utilization of the Available University Fund.
11. Maximum Salary Limitations (Medical Units - 12 Months Basis) for implementation beginning September 1, 1978:

<u>Rank</u>	<u>Maximum State Salary Rate</u>	<u>Maximum Remuneration</u>
Professor and Chairman	\$ 54,000	\$ 81,000
Professor	51,500	77,250
Associate Professor	46,000	69,000
Assistant Professor	41,000	61,500
Instructor	34,500	51,750

Remuneration may be paid to ranked faculty from multiple fund sources including general budget funds, contract funds, gift funds, etc., subject to maximum limitations approved by the Board of Regents.

Remuneration may include professional income earned and deposited in the institutional trust fund account or other unrestricted trust or grant funds. Maximum remuneration is limited to fifty percent above the maximum State salary rate, by rank, except that in "Exceptional Situations" the limit is not to exceed sixty percent with the approval of the President of the Institution, or 75 percent with the approval of the U. T. System President.

1978-79 Operating Budget Calendar

December 16, 1977	Board Approval of Peticion
March 15, 1978	Four Draft Copies of budgets due to System Administration (including supplemental data)
April 3, 1978	Budget Hearings with System Administration
May 1, 1978	Thirty Copies of Budgets due to System Administration (with adjusted supplemental data as applicable)
June 1, 1978	Budgets mailed to Board of Regents
June, 1978	Regents' Budget Meeting

U. T. ARLINGTON, U. T. AUSTIN, U. T. DALLAS, U. T. EL PASO, U. T. PERMIAN BASIN, U. T. SAN ANTONIO, DALLAS HEALTH SCIENCE CENTER, GALVESTON MEDICAL BRANCH, SAN ANTONIO HEALTH SCIENCE CENTER; PARKING AND TRAFFIC REGULATIONS. -- Upon the recommendation of System Administration, the Board of Regents approved the Parking and Traffic Regulations promulgated by The University of Texas at Arlington, The University of Texas at Austin, The University of Texas at Dallas, The University of Texas at El Paso, The University of Texas of the Permian Basin, The University of Texas at San Antonio, The University of Texas Health Science Center at Dallas, The University of Texas Medical Branch at Galveston, and The University of Texas Health Science Center at San Antonio.

These regulations had been approved as to content by the President of the System and as to form by the Office of General Counsel.

U. T. AUSTIN: APPROPRIATION FROM AVAILABLE UNIVERSITY FUND FOR MERIT SCHOLARSHIPS AND GRADUATE STUDENT RESEARCH DURING 1977-78 FISCAL YEAR. -- Upon recommendation of President Rogers, concurred in by System President Walker, \$100,000 was appropriated from the Available University Fund for Merit Scholarships (\$50,000) and Graduate Student Research (\$50,000) for The University of Texas at Austin for the 1977-78 fiscal year.

U. T. AUSTIN: PERMISSION TO PLAY IN COTTON BOWL ON JANUARY 2, 1978, AND ESTIMATED BUDGET AND SCHEDULE OF EXTRA COMPENSATION FOR CERTAIN MEMBERS OF THE ATHLETICS STAFF. -- Upon recommendation of President Rogers, concurred in by President Walker, authorization was granted for the football team of The University of Texas at Austin to participate in the Cotton Bowl in Dallas, Texas, on January 2, 1978, and the following estimated budget and schedule of extra compensation for certain members of the athletics staff at U. T. Austin were approved in accordance with the U. T. Austin Bowl Game Policy, adopted October 6, 1962:

1. Estimated Budget for Cotton Bowl Game

Estimated Income

Direct Income from Cotton Bowl Association	\$150,000*
Postage Income	1,000

Divided Surplus from Southwest Athletic  
Conference Participation in Cotton Bowl

90,000

\$241,000

Estimated Expenditures

Salary Supplement	\$ 35,000
Squad Travel	15,000
Staff Travel	3,500
Meals	8,500
Hotel	7,000
Squad per diem	7,000
Dormitory Costs	6,000
Transportation in Dallas	1,500
Administration Accommodations	1,000
Additional Event Costs	3,000
Awards	18,000
Unallocated Funds	5,000
Complimentary Tickets	8,500
Band & Cheerleaders	20,000
Sports Information Travel & Expense	500
Photography	<u>1,500</u>

\$150,000

2. Schedule for Extra Compensation for Certain Members  
of the Athletics Staff

	<u>Salary</u>		<u>Extra Compensation</u>
Darrell K. Royal, Athletic Director	\$ 50,000.00	8%	\$ 4,000.00
Billy M. Ellington, Assistant Athletic Director	20,000.00	8%	2,320.00
Fred S. Akers, Head Football Coach	45,000.00	8%	3,600.00
Kenneth D. Dabbs, Assistant Football Coach	22,000.00	8%	1,760.00
R. Leon Fuller, Assistant Football Coach	27,000.00	8%	2,160.00
Charles W. Lee, Sr., Assistant Football Coach	24,000.00	8%	1,920.00
Alan D. Lowry, Assistant Football Coach	10,000.00	8%	1,520.00
W. Leon Manley, Assistant Football Coach	27,500.00	8%	2,200.00
David L. McWilliams, Assistant Football Coach	23,000.00	8%	1,840.00
Michael Parker, Assistant Football Coach	23,000.00	8%	1,840.00
Robert B. Warmack, Assistant Football Coach	24,500.00	8%	1,960.00
Sharyl D. Decker, Senior Secretary	9,024.00	5%	451.20
Agnes D. Farrell, Administrative Secretary	11,388.00	5%	569.40
Halla F. Kaufman, Senior Secretary	9,024.00	5%	451.20
Beryl R. Lawson, Administrative Secretary	13,452.00	5%	672.60

William L. Little, Information Writer III	14,808.00	5%	743.40
Albert H. Lundstedt, Business Manager	22,000.00	5%	1,100.00
Frank E. Medina, Trainer	18,000.00	5%	900.00
Jones W. Ramsey, Sports Information Director	18,700.00	5%	935.00
Alfred R. Roche, Associate Business Manager	18,804.00	5%	940.20
Harold L. Simpson, Stores Clerk III	9,048.00	5%	452.40
Sandra S. Singleton, Senior Secretary	8,724.00	5%	436.20
Michael L. Stephens, Assistant Trainer	15,500.00	5%	775.00
Glen T. Swenson, Athletic Facilities Supervisor	18,300.00	5%	915.00
			<u>915.00</u>
			\$ 34,491.60

**U. T. AUSTIN (MARINE SCIENCE INSTITUTE): APPROVAL OF ADDITIONAL NOMINEE FOR MEMBERSHIP ON MARINE SCIENCE INSTITUTE ADVISORY COUNCIL.** -- Upon recommendation of President Rogers, concurred in by System Administration, an additional nominee was approved for membership on the Marine Science Institute Advisory Council at The University of Texas at Austin. The list of initial nominees was approved as a part of the System Administration Committee at the meeting of the Board of Regents on November 11, 1977.

The names of those who accept the appointments to this Council will be reported for the record at a subsequent meeting of the Board of Regents along with the full membership of the Marine Science Institute Advisory Council of The University of Texas at Austin.

**HOUSTON HEALTH SCIENCE CENTER: MEMBERSHIP OF THE HOUSTON HEALTH SCIENCE CENTER FOUNDATION BOARD OF DIRECTORS (ALSO SERVES AS DEVELOPMENT BOARD).** -- On September 12, 1976 and November 11, 1977, the Board of Regents approved nominees for membership on the Board of Directors of the Houston Health Science Center Foundation. The Administration had submitted a list of the names of the individuals who had accepted. At the meeting, Chancellor LeMaistre requested that the name of Mr. Robert Parker be added to the list of acceptances. The complete membership as reported is set out below:

Mr. Evans Attwell	Mr. Jack Jobey
Mr. Harold O. Austin	Mrs. Mavis Kelsey
Mr. Hugh Q. Buck	Mr. George F. Kirby
Mr. Harold Decker	Mr. Earl Loggins
Mr. John H. Duncan	Mr. Ed Randall, III
Mr. Kraft W. Eidman	Mr. Pat R. Rutherford, Jr.
Mr. W. N. Finnogan, III	Mrs. W. R. (Randy) Smith

\*Following the approval of this item, President Rogers announced that since the Cotton Bowl Game was a "sell-out" the University would receive \$200,000 Direct Income from the Cotton Bowl Association rather than the estimated \$150,000.

Mr. Jon F. Flack  
 Mr. Robert G. Groer  
 Mr. Wayne Hightower  
 Mr. John B. Holmes, Jr.  
 Mr. Frank Horlock

Mr. Robert Stewart, Jr.  
 Mr. Raybourne Thompson, Sr.  
 Mr. Gail Whitcomb  
 Mr. Gene Woodfin  
 Mr. Robert Parker

The Houston Health Science Center Foundation serves as the Development Board of the Houston Health Science Center as provided in the Bylaws originally adopted on September 20, 1974, and amended at this meeting (Page 41 ).

**U. T. SAN ANTONIO: COMMENDATION OF PRESIDENT PETER T. FLAWN, RESIGNED (REPORT OF APPOINTMENT OF ACTING PRESIDENT - DR. JAMES T. WAGENER).** -- Chairman Shivers called on Dr. Peter T. Flawn, President of The University of Texas at San Antonio, who had resigned effective December 31, 1977. Stating that this would be the last meeting which Dr. Flawn would attend under his tenure as President of U. T. San Antonio, Chairman Shivers commended President Flawn for the outstanding job he had done in the development of a fine school. He said that the Regents, others of the system and component institutions, and the students had benefited from his wise counsel and leadership.

In response thereto, President Flawn thanked Chairman Shivers and the other members of the Board of Regents. He said that he predicted great things for U. T. San Antonio, and that it had been a pleasure to serve.

Upon motion of Regent Clark, duly seconded, the members of the Board of Regents and all present gave President Flawn a rising vote of thanks and appreciation.

Chairman Shivers then introduced Dr. James T. Wagoner who had been named by the Administration Acting President of The University of Texas at San Antonio effective January 1, 1978.

#### COMMITTEE OF THE WHOLE - EXECUTIVE SESSION (Pages 76 - 79 )

Chairman Shivers reported that following the meeting of the Committee of the Whole in Open Session, the Committee of the Whole convened in Executive Session in the VIP Conference Room at U. T. Dallas pursuant to Article 0252-17, Sections 2(v), (f) and (g), V. T. C. S. He reported that in Executive Session the committee had discussed the acquisition or condemnation of land relating to the relocation of Red River Street in Austin, Texas, the acquisition of property at Galveston Medical Branch, negotiations between the regental committee and the Hermann Hospital Estate Committee, and a proposed exception to the nepotism rule. He then inquired if the Board wished to take any action on these.

**U. T. SYSTEM: AUTHORIZATION OF SYSTEM ADMINISTRATION TO ACQUIRE OR CONDEMN FOR THE USE OF THE UNIVERSITY OF TEXAS SYSTEM THE REMAINDER OF TRACTS WHICH IS IN EXCESS OF THE 80 FOOT RIGHT-OF-WAY REQUIRED FOR RELOCATION OF RED RIVER STREET IN AUSTIN BETWEEN 26TH AND 38TH STREETS AND RATIFICATION AND APPROVAL OF PRIOR ACQUISITIONS; AUTHORIZATION FOR GENERAL COUNSEL.** -- Upon motion of Regent Sterling, the following recommendations of System Administration were approved with respect to the acquisition or condemnation for the use of The University of Texas System the remainder of the tracts which is in excess of the 80 foot right-of-way required for relocation of Red River Street in Austin, Texas, between 26th and 38th Streets, and authorization was given to the General Counsel to do any and everything necessary to complete the project:

- a. That the Board determine that land acquired or condemned for the relocation of Red River Street, including remainder of tracts in excess of the eighty (80) foot right-of-way, are needed for the use of The University of Texas System
- b. That the Board authorize System Administration to acquire or condemn the remainder of tracts which is in excess of the eighty (80) foot right-of-way required for the relocation of Red River Street in Austin between 26th and 38th Streets
- c. That the Board approve and ratify previous acquisitions of tracts and/or parcels of land in connection with the Red River Street Project, including purchases of the remainder of tracts in excess of the eighty (80) foot right-of-way. The previous acquisitions are:
  - 1) Lots Five (5) and Six (6), and a portion of Lot Seven (7), Block 3, Fellman Heights Addition, an addition in the City of Austin, Travis County, Texas.
  - 2) The North 440.0 feet of the West 330.0 feet of Lot Eight (8), in the subdivision of the North one-half (1/2) of Outlot Twenty-three (23), in Division "C", in the City of Austin, Travis County, Texas.
  - 3) 5093 square feet of land out of and a part of that certain tract or parcel of land known as the South 125.0 feet of the West 80.0 feet of Lot One (1), Hancock Park, a subdivision in the City of Austin, Travis County, Texas.
  - 4) 1250 square feet of land out of and a part of that certain tract or parcel of land known as the "L" shaped remainder of Lot One (1), Hancock Park, a subdivision in the City of Austin, Travis County, Texas.
  - 5) 2564 square feet of land out of and a part of that certain tract or parcel of land known as Lot Seven (7), Hancock Park, a subdivision in the City of Austin, Travis County, Texas.
  - 6) 3006 square feet of land out of and a part of that certain tract or parcel of land known as Lots Fifteen (15) and Sixteen (16), Hancock Park, out of Outlot Twenty-two (22), Division "C", a subdivision in the City of Austin, Travis County, Texas.



- 7) 3006 square feet of land out of and a part of that certain tract or parcel of land known as Lots Twenty-four (24) and Twenty-five (25), Hancock Park, out of Outlot Twenty-two (22), Division "C", a subdivision in the City of Austin, Travis County, Texas.
- 8) 5155 square feet of land out of and a part of that certain tract or parcel of land known as Lot One (1), resubdivision of Hancock Park Annex, a subdivision in the City of Austin, Travis County, Texas.
- 9) 10,311 square feet of land out of and a part of that certain tract or parcel of land known as a part of Outlot Twenty-one (21) and Outlot Twenty-two (22), Division "C", of the governmental outlots adjoining the City of Austin, Travis county, Texas.
- 10) 3040 square feet of land out of and a part of that certain tract or parcel of land known as Lot Sixteen (16), Sunny Ridge Addition, a subdivision in the City of Austin, Travis County, Texas.
- 11) 3030 square feet of land out of and a part of that certain tract or parcel of land known as Lot Eight (8), Sunny Ridge Addition, a subdivision in the City of Austin, Travis County, Texas.
- 12) 1366 square feet of land out of and a part of that certain tract or parcel of land known as Lot One (1), Block 1, Sunny Ridge Addition, a subdivision in the City of Austin, Travis County, Texas.

Tracts 6 and 11 were acquired through eminent domain proceedings. All other parcels were acquired through negotiations with the owners.

**U. T. SAN ANTONIO: EXCEPTION TO REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTIONS 5.32 and 5.42 (NEPOTISM) TO PERMIT EXTENSION OF EMPLOYMENT OF DR. RUTH ELAINE WAGENER AS VISITING ASSISTANT PROFESSOR IN DIVISION OF EDUCATION, COLLEGE OF MULTIDISCIPLINARY STUDIES.** -- Upon motion of Regent Clark, duly seconded, approval was given to the recommendation of President Flawn to make an exception to the Regents' Rules and Regulations, Part One, Chapter III, Sections 5.32 and 5.42 regarding nepotism and to extend the termination date of the existing appointment of Dr. Ruth Elaine Wagener as Visiting Assistant Professor in the Division of Education, College of Multidisciplinary Studies at The University of Texas at San Antonio from January 15, 1978 to May 31, 1978. The conditions of Dr. Wagener's appointment and her salary will remain the same. Dr. Ruth Elaine Wagener is the wife of Dr. James W. Wagener, who has been appointed by the Administration Acting President of The University of Texas at San Antonio effective January 1, 1978.

**REPORT OF SPECIAL COMMITTEE ON U. T. RELATIONS WITH THE HERMANN HOSPITAL ESTATE.** -- Regent Law reported that the committee Chairman Shivers had appointed (Page 70 ) on U. T. Relations with Hermann Hospital Estate had met on two occasions with the committee of the Board of Directors of the Hermann Hospital Estate and had proposed the following to the Board of Regents:

1. A representative of the President of the U. T. System would review the operations of Hermann Hospital, including the financial records, budgets, admission policies and any other aspects of the hospital operation which he deemed pertinent to permit an evaluation of the hospital operations.

DEC 16 1977

1512

2. That the U. T. System would commit to giving its full assistance to the passage of legislation, and the funding thereof, to support the payment of House Staff in primary teaching hospitals.
3. That between January 1, 1978 and September 1, 1979, the estimated deficit of \$4.6 Million would be shared by the University and Hermann. This would require funding from the University in the amount of approximately \$2.3 Million.

This report of the ad hoc committee had also been approved by the Board of Trustees of the Hermann Hospital Estate and it is recommended as a solution to our present problems.

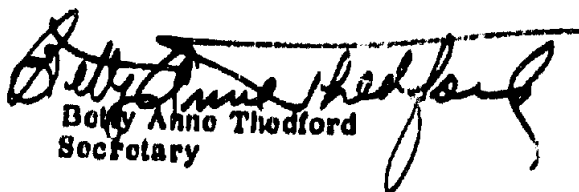
#### OTHER MATTERS

RESOLUTIONS OF COMMENDATION TO MR. EARL CAMPBELL - THE 1977 HEISMAN TROPHY WINNER, COACH FRED AKERS - THE #1 COACH OF THE YEAR, THE ENTIRE U. T. AUSTIN FOOTBALL TEAM - THE #1 TEAM OF THE YEAR, AND TO PROFESSOR ILYA PRIGOGINE - THE 1977 NOBEL PRIZE WINNER. -- Upon motion of Regent Law, it was ordered that President Rogers and her staff have appropriate resolutions of commendation prepared and presented to (1) Mr. Earl Campbell, the 1977 Heisman Trophy Winner, Coach Fred Akers, the #1 Coach of the Year, and the entire U. T. Austin Football Team and (2) Professor Ilya Prigogine, the 1977 Nobel Prize Winner. These resolutions will be incorporated in the Minutes of February 1978.

BOARD OF REGENTS: APPOINTMENT OF COMMITTEE WITH DELEGATED AUTHORITY TO EACH MEMBER TO ACCEPT GIFTS THROUGH DECEMBER 31, 1978. -- Chairman Shivers announced that he had named the following committee with delegated authority to each member of the committee to accept on behalf of the Board of Regents of The University of Texas System gifts tendered after this meeting through December 31, 1977, with authority to the Chairman to execute any and all documents necessary in the acceptance of the gifts. A full and complete report will be made to the Board of Regents for ratification at its meeting on February 10, 1978:

Regent Allan Shivers (Chairman)  
Regent Edward Clark  
Chancellor Charles A. LeMaistro  
President E. D. Walker

ADJOURNMENT. -- The meeting was duly adjourned at 1:20 p. m.

  
Betty Anne Thedford  
Secretary

December 21, 1977