

O.C.

Meeting No. 762

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

Pages 1 - 115

May 31 - June 1, 1979

El Paso, Texas

MEETING NO. 762

THURSDAY, MAY 31, 1979. -- The members of the Board of Regents of The University of Texas System convened in regular session at 2:00 p. m. on Thursday, May 31, 1979, in the Auditorium of the College of Nursing at The University of Texas at El Paso.

ATTENDANCE. --

Present

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

Absent

FILE NO. Attendance
 DOCUMENT ---
 REMARKS ---

Acting Secretary Simmons

Secretary Thedford*

Chancellor Walker

✓ Chairman Williams called the meeting to order. He stated that all members of the Board of Regents were present and, hence, there was a quorum.

WELCOME AND REPORT BY DR. ARLEIGH B. TEMPLETON, PRESIDENT OF THE UNIVERSITY OF TEXAS AT EL PASO. -- Chairman Williams commented that the members of the Board had been entertained since they arrived on Wednesday by "their friend and associate, President Arleigh B. Templeton" and that the Board had especially enjoyed the tour of the campus.

✓ Regent Sterling asked the members of the Board for a vote of thanks for President Templeton. The Board responded with applause.

✓ Chairman Williams then recognized President Templeton stating that he would at this time follow-up the tour of the campus with a report on U. T. El Paso. (This is in accordance with the policy adopted by the Board of Regents at its September 1977 meeting.)

On behalf of U. T. El Paso and the community, President Templeton welcomed the Board of Regents to El Paso and especially to U. T. El Paso. President Templeton presented slides on the 63 year history of U. T. El Paso beginning with its designation as the old College of Mines and the subsequent name change from Texas Western College to The University of Texas at El Paso in 1967. In addition to the historical background, President Templeton presented an overview on the academic programs including the extensive minority program, faculty, student enrollment, library holdings, building construction, research projects, and the various NCAA championships. (No written report was filed.)

*Secretary Thedford was absent from the meeting due to an accident in her home on Friday, May 11, 1979, resulting in a broken hip.

RECESS FOR COMMITTEE MEETING. -- Following President Templeton's report, Chairman Williams announced that the Board would recess for a meeting of the Buildings and Grounds Committee and it would reconvene as a Board at 9:00 a. m. on Friday, June 1.

* * * * *

Friday, June 1, 1979

At 9:00 a. m., the Board of Regents reassembled in the Auditorium of the College of Nursing at The University of Texas at El Paso with the same attendance as at the session on Thursday, May 31.

BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING ON MARCH 29-30, 1979. -- Upon motion of Regent Sterling, seconded by Vice-Chairman Law, the Minutes of the regular meeting of the Board of Regents of The University of Texas System held on March 29-30, 1979, were approved without objection as circulated by Secretary Thedford. The official copy of these Minutes is recorded in the Permanent Minutes, Volume XXVI, Pages 2671-3305.

EXPRESSION OF CONCERN AND BEST WISHES TO SECRETARY THEDFORD. -- Chairman Williams said that although he had mentioned Secretary Thedford the night before, he wanted today to relay his telephone conversation with her. Miss Thedford asked him to tell her many friends and associates she certainly missed being at the meeting in El Paso and that she was planning to be back for the meeting in San Antonio. Chairman Williams conveyed to Miss Thedford the best wishes of the Board for a speedy recovery and the hope that she would be back soon.

FILE NO. A-3

DOCUMENT ---

REMARKS ---

INTRODUCTION OF FACULTY AND STUDENT REPRESENTATIVES. -- Chairman Williams called on the chief administrative officers of the component institutions to introduce their respective faculty and student representatives. The following were introduced:

FILE NO. Attendance

DOCUMENT ---

REMARKS ---

Faculty Representatives

Student Representatives

U. T. Arlington - President Nedderman introduced:

Ms. Tammy Bice, President
Student Congress
Mr. Greg Miller, Vice President
Student Congress
Mr. John Ostdick, Contributing
Editor, the Shorthorn

U. T. Austin - In President Rogers' absence from the room, Vice President for Student Affairs Duncan introduced:

Dr. William Livingston
Chairman, Faculty Senate

Ms. Diane Morrison, Reporter
The Daily Texan

U. T. Dallas - President Jordan introduced:

Dr. John Wiorowski
Speaker of the Faculty

Ms. Susan Smoller, President
Student Congress
Ms. Sandi Shafto, Past President
Student Congress
Ms. Debbie Carlton, New Vice
President, Student Congress

U. T. El Paso - President Templeton introduced:*

Mr. Peter Stevenson, News
Editor, The Prospector

Dallas Health Science Center - President Sprague introduced:

Dr. Joan Reisch, Assistant
Professor, Medical Computing
Resources Center and Health
Care Sciences

Ms. Sally Knowles, Second Year
doctoral student in Cell Biology,
Graduate School of Biomedical
Sciences; Vice President of the
Graduate Student Organization

Galveston Medical Branch - President Levin introduced:

Dr. Robert K. Bing, Dean
School of Allied Health
Sciences

Ms. Teresa Lopez, President
School of Allied Health Sciences
Student Organization

Mr. Jim Rohack, Senior Medical
Student, Co-Director of the
National Student Research
Forum

Houston Health Science Center - President Bulger introduced:

Dr. James Preslock, Associate
Professor and Chairman,
Admissions Committee,
Graduate School of Biomedical
Sciences

Ms. Beth Maxwell, Vice President
Graduate Student Association
and member of Health Science
Center Student Intercouncil

San Antonio Health Science Center - President Harrison introduced:

Dr. William B. Winborn
Professor, Department
of Anatomy

Mr. William K. Howard, First
Year Dental Technology

University Cancer Center - President LeMaistre introduced:

Jordan U. Gutterman, M.D.
Professor of Medicine

Andre Robidoux, M.D., Fellow
Developmental Therapeutics

Tyler Health Center - Superintendent Hurst introduced:

Kenwin Nelson, M.D.
Chief of Surgery

*President Templeton also introduced Mr. Ralph Coulter, Chief of Police,
U. T. El Paso.

RECESS FOR COMMITTEE MEETINGS AND EXECUTIVE SESSION OF
THE COMMITTEE OF THE WHOLE. --Following the introductions,
Chairman Williams announced that the Board of Regents would recess
for meetings of the Standing Committees and that following the open
session of the Committee of the Whole the Board would reassemble in
Room 105 of the College of Nursing 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:

File
FILE NO. *Session*
DOCUMENT ~~REMARKS~~

1. Pending or Contemplated Litigation - Section 2(e)
2. Land Acquisition and Negotiated Contracts - Section 2(f)
 - a. U. T. Austin: Proposed Acquisition of Property, Fort Aransas, Nueces County, Texas
 - b. U. T. Austin: Proposed Amendment to Agreement with City of Austin dated December 13, 1973, Relating to Relocation of Red River Street
 - c. U. T. Dallas, U. T. San Antonio and U. T. Permian Basin: Recommendation to Exercise Option to Purchase Existing Thermal Energy Plants
 - d. San Antonio Health Science Center: Proposed Acquisition of Property in San Antonio, Texas, Subject to Approval of Coordinating Board
 - e. University Cancer Center: Proposed Acquisition of Property, Houston, Harris County, Texas
3. Personnel Matters - Section 2(g)

RECONVENE. --At 2:10 p. m., when all committees had concluded their business, the Board of Regents reconvened.

REPORTS OF STANDING COMMITTEES

✓ Chairman Williams called for the reports of the Standing Committees. All meetings had been conducted in open session in the Auditorium of the College of Nursing at U. T. El Paso except the Executive Session of the Committee of the Whole.

REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 5-20). -- The following report of the System Administration Committee was submitted by Committee Chairman Sterling. He stated that the recommendations had been approved in open session and moved the adoption of the report. The report was adopted without objection.

Report

The System Administration Committee in open session this morning approved after discussion but without objection the following recommendations of the administration and submits them in this report to the Board of Regents for formal approval:

- Chairs (College of Engineering) Cockrell Foundation*
1. U. T. Austin: Appointment of Dr. James R. Fair to the Ernest and Virginia Cockrell Chair in Engineering (1-A&D-79). -- It is recommended by President Rogers and Chancellor Walker that Dr. James R. Fair be appointed to the Ernest and Virginia Cockrell Chair in Engineering and as Professor of Chemical Engineering at The University of Texas at Austin at an academic rate of \$42,000 (\$21,000 from faculty salaries and \$21,000 from the Cockrell Chair in Engineering) effective September 1, 1979.

FILE NO. 1000
DOCUMENT
REMARKS

Dr. Fair is a distinguished chemical engineer and has for many years been Director of Engineering Technology with the Monsanto Chemical Company and holds an affiliate professorship with Washington University in St. Louis, Missouri. He has an outstanding record of accomplishment in research in industry and is a member of the National Academy of Engineering.

2. U. T. El Paso - Alterations and Additions to Administration Building: Request to Relieve Sherrill Draperies, Inc., Irving, Texas, from Contract for Base Proposal "A," Draperies, and Award of Contract to E. G. Jenkins Co., Inc., Dallas, Texas (4-B&G-79).

FILE NO. 200
DOCUMENT
REMARKS

It is recommended by President Templeton and Chancellor Walker (a) that Sherrill Draperies, Inc., Irving, Texas, be relieved of any obligation to fulfill the contract for Base Proposal "A," Draperies, for the alterations and additions to the Administration Building at The University of Texas at El Paso with the understanding that their penalty be forfeiture of their 5% bid bond (\$294.55), and (b) that the contract be awarded to E. G. Jenkins Co., Inc., Dallas, Texas, the next lowest responsible bidder, in the amount of \$7,150.00.

At the March 29-30, 1979 Regents' meeting, the contract for Base Proposal "A," Draperies, was awarded to Sherrill Draperies, Inc., Irving, Texas, in the amount of \$5,891.00. When Sherrill Draperies, Inc., received the contract documents for signature, their official discovered that a miscalculation had been made in the number of windows scheduled in the specifications and that their bid had been based upon materials and installation for 39 windows rather than the specified 82 windows.

3. U. T. System, U. T. Arlington, U. T. Austin, Dallas Health Science Center (Dallas Southwestern Medical School), Galveston Medical Branch (Galveston Medical School), Houston Health Science Center (Houston Graduate School of Biomedical Sciences), and San Antonio Health Science Center (San Antonio Medical School): Amendments to the 1978-79 Budget (8-B-79 and 9-B-79). --

FILE NO. 41
DOCUMENT
REMARKS

RECOMMENDATION

It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that their respective 1978-79 Operating Budget be amended as indicated on the pages set out below:

The University of Texas System Administration,
Page 7

The University of Texas at Arlington, Page 7

The University of Texas at Austin, Pages 8-10

The University of Texas Health Science Center at Dallas
(Dallas Southwestern Medical School), Pages 10-15

The University of Texas Medical Branch at Galveston
(Galveston Medical School), Pages 15-17

The University of Texas Health Science Center at Houston
(Houston Graduate School of Biomedical Sciences),
Page 18

The University of Texas Health Science Center at San
Antonio (San Antonio Medical School), Pages 19-20

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

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	Donald W. Zacharias Office of the Chancellor Salary Rate Source of Funds: System Administration Unallocated Account	Executive Assistant to the Chancellor \$ 39,000	Executive Assistant to the Chancellor \$ 42,000	4-1-79

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THE UNIVERSITY OF TEXAS AT ARLINGTON

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
12.	Auxiliary Enterprises - Apartment System Transfer of Funds Amount of Transfer	From: Unappropriated Balance Via Estimated Income - Apartment System \$161,842	To: Apartment System - Maintenance and Operation \$161,842	

At the October 19-20, 1978 meeting of the Board of Regents, U. T. Arlington was authorized to purchase two tracts of land and improvements thereon. These improvements are the Pisces and Capricorn Apartments. Income to the project is from rentals, laundry room receipts and vending machines. Operating Expenses provide services and materials for upkeep and operation of the facilities.

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THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
62.	Charles H. Sauer (Non-tenure) Computer Sciences Academic Rate	Assistant Professor \$19,000	Assistant Professor \$21,500	3-1-79
63.	Raymond T. Yeh (Tenure) Computer Sciences Academic Rate	Professor \$30,000	Professor \$32,500	3-1-79
64.	Auxiliary Enterprises - Texas Student Publications Transfer of Funds Amount of Transfer	From: Unappropriated Balance - Texas Student Publications \$100,000	To: Reserve for Equipment Replacement \$100,000	---

THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
65.	International Office - Program Support Transfer of Funds	From: Unappropriated Balance - International Office	To: Wages - \$18,600 Other Operating Expense - 36,215 Travel - 4,040 <u>\$58,855</u>	---
	Amount of Transfer	\$58,855		
66.	International Office - Intensive English Program Transfer of Funds	From: Unappropriated Balance - Via Estimated Income - International Office	To: Classified Salaries - \$ 17,500 Instructors Salaries - 194,296 Wages - 29,094 Classroom Expenses - 26,451 Other Expenses - 40,150 <u>\$307,491</u>	---
	Amount of Transfer	\$307,491		

THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
67.	Auxiliary Enterprises - <u>Texas</u> <u>Quarterly</u> Transfer of Funds	From: <u>Texas Quarterly Unappropriated Balance</u>	To: <u>Texas Quarterly - Other Expenses</u>	
	Amount of Transfer	\$ 36,923	\$ 36,923	---
68.	Auxiliary Enterprises - McDonald Observatory Transfer of Funds	From: McDonald Observatory Unappropriated Balance via Estimated Income \$ 10,221 Reserve for Budget Adjustments	To: McDonald Observatory - Other Operating Expenses	
	Amount of Transfer	<u>1,000</u> <u>\$ 11,221</u>	\$11,221	---

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

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>								
<u>Anesthesiology</u>								
Professor and Vice Chairman								
24.	Adolph H. Giesecke (Tenure)	\$ 49,500	\$ 21,600	\$ 71,100	\$ 49,500	\$ 26,700	\$ 76,200	4-1-79
Associate Professor								
25.	Samuel J. Montgomery (Non-tenure)	44,000	6,300	50,300	44,000	9,000	53,000	4-1-79

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School (Continued)</u>								
26.	Richard E. Morriss (Non-tenure) Assistant Professor	44,000	7,300	51,300	44,000	9,800	53,800	4-1-79
27.	Chester W. Beyer (Non-tenure)	39,000	2,000	41,000	39,000	5,000	44,000	4-1-79
<u>Cell Biology and Physiology</u>								
28.	Donald J. Woodward (Tenure) Professor	40,300	---	40,300	45,000	---	45,000	4-1-79
<u>Internal Medicine</u>								
29.	John M. Dietschy (Tenure) Professor	49,500	10,500	60,000	51,500	14,500	66,000	4-1-79
30.	Daniel W. Foster (Tenure)	49,500	10,500	60,000	51,500	12,500	64,000	4-1-79
31.	James M. Atkins (Tenure) Associate Professor	44,500	---	44,500	46,000	2,000	48,000	4-1-79
32.	Gary R. Hart (Non-tenure) Assistant Professor	\$ 30,000	\$ ---	\$ 30,000	\$ 34,000	\$ ---	\$ 34,000	4-1-79
33.	Harry R. Jacobson (Non-tenure)	41,000	1,000	42,000	41,000	9,000	50,000	4-1-79
34.	Ron J. Anderson (Non-tenure)	40,650	4,000	44,650	41,000	6,650	47,650	4-1-79
35.	Thomas D. DuBose, Jr. (Non-tenure)	39,000	1,300	40,300	41,000	9,000	50,000	4-1-79
36.	J. Harold Helderman (Non-tenure)	41,000	400	41,400	41,000	9,000	50,000	4-1-79
37.	Peter Gailiunas (Non-tenure)	40,000	---	40,000	41,000	9,000	50,000	4-1-79

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School (Continued)</u>								
<u>Neurology and Pediatrics</u>								
38.	Professor and Vice Chairman Michael E. Blaw (Tenure)	48,857	7,343	56,200	48,857	16,143	65,000	4-1-79
<u>Obstetrics and Gynecology</u>								
39.	Associate Professor F. Gary Cunningham (Tenure)	44,000	8,500	52,500	44,000	14,500	58,500	4-1-79
40.	Assistant Professor Michael Sims (Non-tenure)	37,000	3,000	40,000	41,000	3,000	44,000	4-1-79
41.	James Aiman (Non-tenure)	\$ 36,900	\$ 4,500	\$ 41,400	\$ 36,900	\$ 10,100	\$ 47,000	4-1-79
42.	Kenneth Leveno (Non-tenure)	32,000	8,000	40,000	32,000	12,000	44,000	4-1-79
<u>Pathology</u>								
43.	Professor Edwin H. Eigenbrodt (Tenure)	48,000	---	48,000	51,000	---	51,000	4-1-79
44.	Bruce D. Fallis (Tenure)	52,500	7,900	60,400	52,500	12,000	64,500	4-1-79
45.	Associate Professor Robert S. Putnam (Tenure)	42,000	7,400	49,400	42,000	10,700	52,700	4-1-79
46.	Maxmilian L. Buja (Tenure)	42,000	2,900	44,900	42,000	6,000	48,000	4-1-79
47.	Assistant Professor Mary F. Lipscomb (Non-tenure)	33,900	---	33,900	37,000	---	37,000	4-1-79

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School (Continued)</u>								
<u>Pathology and Pediatrics</u>								
48.	Associate Professor Arthur G. Weinberg (Tenure)	44,000	11,900	55,900	44,000	15,000	59,000	4-1-79
<u>Physical Medicine and Rehabilitation</u>								
49.	Associate Professor Ralph E. Johnson (Non-tenure)	\$ 40,605	\$ 17,795	\$ 58,400	\$ 44,205	\$ 17,795	\$ 62,000	4-1-79
<u>Physiology; Internal Medicine; Graduate School of Biomedical Sciences</u>								
50.	Professor and Dean Kern Wildenthal (Tenure)	55,000	---	55,000	60,000	---	60,000	4-1-79
<u>Psychiatry</u>								
51.	Associate Professor Augustus J. Rush (Non-tenure)	44,000	8,000	52,000	46,000	9,000	55,000	4-1-79
<u>Radiology</u>								
52.	Professor and Vice Chairman Jack Reynolds (Tenure)	49,500	13,500	63,000	49,500	18,500	68,000	4-1-79
53.	Professor Edward E. Christensen (Tenure)	49,000	12,400	61,400	49,000	17,000	66,000	4-1-79
54.	Associate Professor Gerald Dietz (Non-tenure)	46,000	4,000	50,000	46,300	6,700	53,000	4-1-79

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School (Continued)</u>								
<u>Surgery</u>								
Professor								
55.	Ronald C. Jones (Tenure)	\$ 49,400	\$ 24,300	\$ 73,700	\$ 51,500	\$ 25,750	\$ 77,250	4-1-79
56.	Robert N. McClelland (Tenure)	46,431	22,869	69,300	51,500	24,700	76,200	4-1-79
Associate Professor and Vice Chairman								
57.	Bruce E. Brink (Non-tenure)	43,600	21,400	65,000	46,000	23,000	69,000	4-1-79
Associate Professor								
58.	Hisashi Mikaidoh (Tenure)	41,600	20,400	62,000	46,000	22,200	68,200	4-1-79
59.	William H. Snyder, III (Tenure)	39,600	19,400	59,000	46,000	18,900	64,900	4-1-79
60.	Erwin E. Thal (Tenure)	40,900	20,100	61,000	46,000	21,100	67,100	4-1-79
Assistant Professor								
61.	Richard E. Jones (Non-tenure)	38,000	17,000	55,000	41,000	19,500	60,500	4-1-79
62.	Bruce Gewertz (Non-tenure)	31,900	15,600	47,500	41,000	11,300	52,300	4-1-79
63.	Frederick H. Sklar (Non-tenure)	41,000	9,000	50,000	41,000	14,000	55,000	4-1-79
64.	Robert W. Bucholz (Non-tenure)	30,000	15,000	45,000	34,500	15,000	49,500	4-1-79

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School (Continued)</u>								
<u>Surgery and Biochemistry</u>								
65.	Assistant Professor Edward A. Neuwelt (Non-tenure)*	\$ 30,000	\$ 15,000	\$ 45,000	\$ 33,500	\$ 16,500	\$ 50,000	4-1-79
<u>Surgery and Regional Burn Care Center</u>								
66.	Professor and Coordinator Charles R. Baxter (Tenure)	46,500	22,800	69,300	51,500	24,700	76,200	4-1-79

NOTE: The sources of funds for the rate changes on Items 24 through 66 are from combinations of General Budget State appropriations for Instructional Salaries, federal and private contracts and grants funds, and M.S.R.D.P. augmentation funds.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School</u>								
25.	William W. Schottstaedt (Tenure) Office of the Dean of Medicine Associate Dean for Continuing Medical Education, (Acting Chairman, Department of Family Medicine) Source of Funds: HEW Grant	\$ 48,000	\$ ---	\$ 48,000	\$ 50,400	\$ ---	\$ 50,400	3-1-79

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School (Cont.)</u>								
26.	Creed W. Abell (Tenure) Human Biological Chemistry and Genetics Professor and Director, Division of Biochemistry Source of Funds: Unallocated Salaries	\$ 50,000	\$ ---	\$ 50,000	\$ 55,000	\$ ---	\$ 55,000	3-1-79
27.	Charles B. Wysong (Non-tenure) Radiology Assistant Professor Source of Funds: HEW Grant	\$ 30,900	\$ 15,450	\$ 46,350	\$ 33,793	\$ 15,207	\$ 49,000	3-1-79
28.	Rajendra Kumar (Non-tenure) Radiology Assistant Professor Source of Funds: HEW Grant	\$ 33,900	\$ 16,950	\$ 50,850	\$ 36,897	\$ 16,603	\$ 53,500	3-1-79
29.	Eugenio G. Amparo (Non-tenure) Radiology Assistant Professor Source of Funds: HEW Grant	\$ 30,900	\$ 15,450	\$ 46,350	\$ 33,793	\$ 15,207	\$ 49,000	3-1-79
30.	Jacob M. Protas (Non-tenure) Radiology Assistant Professor Sources of Funds: HEW Grant and MSRDP	\$ 36,667	\$ 18,333	\$ 55,000	\$ 41,000	\$ 20,500	\$ 61,500	3-1-79

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1976-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School (Cont.)</u>								
31.	Ivan D. Siddons (Non-tenure) Radiology Instructor Sources of Funds: HEW Grant and MSRDP	\$ 19,567	\$ 9,783	\$ 29,350	\$ 21,333	\$ 10,667	\$ 32,000	3-1-79
32.	Robert G. Grossman (Tenure) Surgery Professor and Chief Source of Funds: MSRDP	\$ 51,500	\$ 25,700	\$ 77,200	\$ 51,500	\$ 30,900	\$ 82,400	3-1-79

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>Houston Graduate School of Biomedical Sciences</u>				
25.	Wen-Hsiung Li (Tenure) Demographic and Population Genetics Center Salary Rate Source of Funds: Transfer from Department of General Instruction Salaries	Associate Professor \$ 23,500	Associate Professor \$ 29,000	4-1-79
26.	Kenneth M. Weiss (Tenure) Demographic and Population Genetics Center Salary Rate Source of Funds: H.E.W. Career Development Award-Grant Funds	Associate Professor \$ 24,000	Associate Professor \$ 29,000	4-1-79
27.	Louise C. Strong (Tenure) Medical Genetics Center Salary Rate Source of Funds: Transfer from Department of General Instruction Salaries	Associate Professor \$ 23,000	Associate Professor \$ 29,000	4-1-79

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT SAN ANTONIO

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School</u>								
30.	Robert H. Hayashi (Tenure) Obstetrics and Gynecology Associate Professor Sources of Funds: Unallocated Salaries and MSRDP	\$ 36,000	\$ 8,300	\$ 44,300	\$ 40,000	\$ 10,300	\$ 50,300	3-1-79
31.	Robert W. Huff (Tenure) Obstetrics and Gynecology Associate Professor Source of Funds: Unallocated Salaries and MSRDP	\$ 34,000	\$ 14,000	\$ 48,000	\$ 38,000	\$ 16,000	\$ 54,000	3-1-79

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT SAN ANTONIO

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School (Cont.)</u>								
32.	Marguerite K. Shepard (Tenure) Obstetrics and Gynecology Associate Professor Sources of Funds: Unallocated Salaries and MSRDP	\$ 33,500	\$ 11,000	\$ 44,500	\$ 37,500	\$ 13,000	\$ 50,500	3-1-79
33.	Ronald S. Gibbs (Non-tenure) Obstetrics and Gynecology Assistant Professor Sources of Funds: Unallocated Salaries and MSRDP	\$ 34,000	\$ 13,400	\$ 47,400	\$ 38,000	\$ 15,400	\$ 53,400	3-1-79

REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 21-36). -- Committee Chairman Blumberg stated that all matters of the Academic and Developmental Affairs Committee were considered in open session and the recommendations had been approved without objection unless otherwise indicated. She filed the following report. There being no objection, the report was adopted:

1. U. T. System: Docket No. 4 of the Chancellor of the System (Attachment No. 1)(Catalog Change). -- Committee Chairman Blumberg reported that no exception had been received to Docket No. 4 of the Chancellor of the System. At the meeting no objections were offered during the consideration of the Docket, and the Docket was unanimously approved in the form distributed by the Secretary. It is attached (Attachment No. 1) following Page 115 and made a part of these Minutes.

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

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

2. U. T. Arlington: Authorization to Seek Permission from Coordinating Board to Establish a Doctor of Philosophy Degree in Biological Sciences (Catalog Change). -- Upon the recommendation of President Nedderman and System Administration, unanimous approval was given to seek permission from the Coordinating Board, Texas College and University System to establish a Doctor of Philosophy degree in Biological Sciences at The University of Texas at Arlington. Adequate funding from anticipated state formula allocations is available to offer this program and facilities and resources of the College of Science are available to implement it. With modest increases in acquisitions, library holdings will more than meet the minimum requirements to support a quality Ph.D. program in the biological sciences.

FILE NO. A-19
DOCUMENT
REMARKS

If this program is approved by the Coordinating Board, the next appropriate catalog published at U. T. Arlington will be so amended.

3. U. T. Arlington: Approval of Articles of Incorporation and Bylaws for The University of Texas at Arlington Foundation, Inc., and Appointment of Directors. -- Upon the recommendation of President Nedderman and Chancellor Walker, the Articles of Incorporation and Bylaws for The University of Texas at Arlington Foundation, Inc., were approved without objection as set out on Pages 22-33.

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REMARKS

In accordance with these Bylaws, the following were appointed to the Board of Directors of the Foundation:

Dr. W. H. Nedderman, Arlington
 Mr. Dudley Wetsel, Arlington
 Dr. W. A. Baker, Arlington
 Dr. E. D. Walker, Austin
 Mr. James T. Fitzpatrick, Austin

The Board of Regents approved the establishment of The University of Texas at Arlington Foundation, Inc., as an internal foundation on January 28, 1967.

ARTICLES OF INCORPORATION OF
 THE UNIVERSITY OF TEXAS AT ARLINGTON FOUNDATION, INC.

WE, the undersigned natural persons of the age of twenty-one (21) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a non-profit corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such non-profit corporation:

ARTICLE I

The name of the corporation is THE UNIVERSITY OF TEXAS AT ARLINGTON FOUNDATION, INC.

ARTICLE II

The Corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The Corporation shall have no members.

ARTICLE V

(a) The Corporation is formed for exclusively charitable, educational, and scientific purposes. It shall receive property (whether real, personal, or mixed) by donations, gift,

grant, devise, bequest, or purchase and shall maintain a fund or funds of real or personal property or both and, subject to the restrictions and limitations hereinafter set forth, use and apply the whole or any part of the income therefrom and the principal thereof to promote the recognition, welfare, and progress of The University of Texas at Arlington. The Corporation's stated goal will be to assist The University of Texas at Arlington in becoming an institution of excellence in higher education. The Corporation shall not distribute its assets (other than operating expenses) outside The University of Texas System.

(b) No part of the net earnings of the Corporation shall inure to the benefit of any director of the Corporation, officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no director or officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

(c) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by §4942 of the Internal Revenue Code of 1954 or corresponding provisions of any subsequent federal tax laws.

(d) The Corporation shall not engage in any act of self-dealing as defined in §4941(d) of the Internal Revenue Code of 1954 or corresponding provisions of any subsequent federal tax laws.

(e) The Corporation shall not retain any excess business holdings as defined in §4943(c) of the Internal Revenue Code of 1954 or corresponding provisions of any subsequent federal tax laws.

(f) The Corporation shall not make any investments in such manner as to subject it to tax under §4944 of the Internal Revenue Code of 1954 or corresponding provisions of any subsequent federal tax laws.

(g) The Corporation shall not make any taxable expenditures as defined in §4945(d) of the Internal Revenue Code of 1954 or corresponding provisions of any subsequent federal tax laws.

(h) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under §501(c)(3) of the Internal Revenue Code and its regulations as they now exist, or as they may hereafter be amended, or by an organization contributions to which are deductible under §170(c)(2) of the Internal Revenue Code and its regulations as they now exist, or as they may hereafter be amended.

(i) Upon liquidation, dissolution, or winding up of the affairs of the Corporation, whether voluntary or involuntary, or by operation of law, all the net assets of the Corporation, after the payment of all liabilities, shall be distributed to the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Arlington. In no event shall such assets or the proceeds therefrom be subject to appropriation by the Legislature or become a part of the Permanent University Fund. Should the Board of Regents of The University of Texas System or any successor body not be in existence at the time of dissolution, all such net assets shall be distributed to an organization or organizations organized and operated exclusively for charitable,

educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under §501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provisions of any subsequent federal tax laws, as the Board of Directors or Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by a district court of the county in which the principal office of the Corporation is then located exclusively for such purposes, or to such organization or organizations as such court shall determine which are organized and operated exclusively for such purposes.

ARTICLE VI

The street address of the initial registered office of the Corporation is 300 Davis Hall, University of Texas at Arlington, Arlington, Texas 76019, and the name of the initial registered agent at such address is Mr. J. Dudley Wetsel.

ARTICLE VII

The Corporation shall accept gifts for specific purposes only so long as the purposes are in accord with the programs and policies established by the Board of Regents of The University of Texas System.

ARTICLE VIII

Neither The University of Texas System nor any official thereof, nor any director, officer, or agent of this Corporation shall ever be personally liable for any debt or other obligation of the Corporation.

ARTICLE IX

The direction and management of the affairs of the Corporation and the control and disposition of its property and funds shall be vested in a Board of Directors composed of persons appointed by the Board of Regents of The University of Texas System. The number of persons on the Board of Directors may be fixed by

the bylaws of the Corporation, which bylaws shall not be effective until they shall have been approved by the Board of Regents of The University of Texas System. All amendments to this charter and to the bylaws shall be adopted by a majority vote of the Board of Directors of the Corporation in compliance with law and shall not be effective until they shall have been approved by the Board of Regents of The University of Texas System. ~~Under~~ changed pursuant to the bylaws, the number of the directors shall be five (5). Each director shall serve for a term of two years, or until his successor has qualified; except that the initial Board of Directors shall serve for the following terms:

Two directors shall be designated as Class A directors, and shall serve for a term of one year;

Two directors shall be designated as Class B directors, and shall serve for a term of two years;

One director shall be designated as a Class C director, and shall serve for a term of three years.

The Board of Regents shall designate in which class each of the respective members of the initial Board of Directors shall serve.

The terms and classes of directors may be changed from time to time pursuant to the bylaws.

The names and addresses of the persons who shall serve as directors of the Corporation until their successors are duly appointed and qualified are as follows:

Dr. W.H. Nedderman

Mr. Dudley Wetsel

Dr. W.A. Baker

Address for all three:

The University of Texas at Arlington
P.O. Box 19125
Arlington, Texas 76019

Dr. E.D. Walker
601 Colorado Street
Austin, Texas 78701

Mr. James T. Fitzpatrick
201 W. 7th Street
Austin, Texas 78701

ARTICLE X

The names and addresses of the incorporators are as follows:

Dr. W.H. Nedderman

Mr. Dudley Wetsel

Dr. W.A. Baker

Address for all three:

The University of Texas at Arlington
P.O. Box 19125
Arlington, Texas 76019

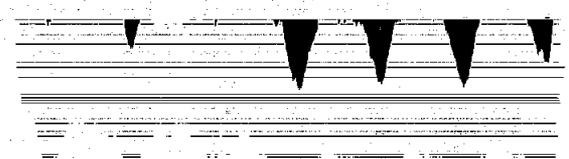
IN WITNESS WHEREOF, we have hereunto set our hands.

STATE OF TEXAS §
COUNTY OF §

I, _____, a Notary Public do hereby certify that on the ____ day of _____, 1978, personally appeared _____, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

Notary Public in and for
_____, Texas

(additional acknowledgements)



BYLAWS OF THE UNIVERSITY OF TEXAS AT ARLINGTON FOUNDATION, INC.
A NON-PROFIT CORPORATION

ARTICLE I. OFFICES

Section One. Principal Office. The principal offices of the Corporation in the State of Texas shall be located in the City of Arlington, County of Tarrant. The street address of the principal office shall be 300 Davis Hall, The University of Texas at Arlington, Arlington, Texas; the mailing address shall be P.O. Box 19339, Arlington, Texas 76019. The registered agent at such address shall be Mr. Dudley Wetsel.

Section Two. Other Offices. The Corporation may have such other offices either within or without the State of Texas, as the Board of Directors may determine, or as the affairs of the Corporation may require from time to time.

ARTICLE II. BOARD OF DIRECTORS

Section One. General Powers. The affairs of the Corporation shall be managed by its Board of Directors.

Section Two. Number, Tenure, and Qualifications. The Board of Directors shall consist of five persons, with the initial directors being named in the Articles of Incorporation. The initial directors shall serve terms as stated in the Articles of Incorporation. Thereafter, directors, on the recommendation of a majority vote of a quorum of the directors in office and with the endorsement of the President of The University of Texas at Arlington and the Chancellor of The University of Texas System, shall be appointed by the Board of Regents of The University of Texas System for terms of two years. The term of each director shall commence on January 1, and shall extend through December 31st of the second year. Each director shall hold office for the term for which he was appointed and until his successor shall have been appointed and qualified. Any vacancy which occurs on the Board of Directors shall be filled (following the procedure set out for regular term appointments) by appointment of the Board of Regents of The University of

Texas System for the unexpired term. Should the number of directors be reduced below a quorum, the remaining directors may, by majority vote, recommend persons to fill terms, either regular or unexpired. Directors may succeed themselves without limitation.

Section Three. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this bylaw at 10:00 a.m. in the office of its registered agent on the second Tuesday after the first Monday in January of each year. However, the Board of Directors may provide, by resolution, another time, date, and place of such meeting, either within or without the State of Texas, and for the holding of additional regular meetings of the Board without other notice than such resolution. The time, date, and place for the regular annual meeting may be changed by resolution of the Board from time to time.

Section Four. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Texas as the place for holding any special meeting of the Board called by them.

Section Five. Notice. Notice of any special meeting of the Board of Directors shall be given at least 7 days previously thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered by the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any 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 because the meeting is not lawfully called or

convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting unless specifically required by law or by these bylaws.

Section Six. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section Seven. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.

Section Eight. Compensation. Directors, as such, shall not receive any stated salaries for their services but, by resolution of the Board of Directors, any director may be indemnified for expenses and costs, including attorney's fees, actually and necessarily incurred by him in connection with a claim asserted against him by action in court or otherwise by reason of his being or having been such director, except in relation to matters as to which he shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

ARTICLE III. OFFICERS

Section One. Officers. The officers of the Corporation shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries (which officers need not be members of the Board of Directors), and one or more Assistant Treasurers (which officers need not be members of the Board of Directors), as it shall deem desirable, such officers

to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section Two. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have been qualified.

Section Three. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section Four. Vacancies. A vacancy in any office, because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section Five. President. The President shall be the principal executive officer of the Corporation and shall, in general, supervise and control all of the business and affairs of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws, or by statute to some other officer or agent of the Corporation; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section Six. Vice-President. In the absence of the President, or in the event of his inability or refusal to act, the Vice-President or, in the event there be more than one Vice-President, the Vice-Presidents in the order of their election, shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions of the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section Seven. Treasurer. If required by the Board of Directors, the Treasurer shall give bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and, in general, perform all the duties incident to the Office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section Eight. Secretary. The Secretary shall keep a record of the meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws, or as required by law; be custodian of the Corporate records and of the Seal of the Corporation and see that the Seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its Seal is duly authorized in accordance with the provisions of these bylaws; and, in general, perform all duties incident to the Office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section Nine. Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums

and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, or by the President or by the Board of Directors.

ARTICLE IV. MISCELLANEOUS

Section One. Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors.

Section Two. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section Three. Corporate Seal. The Board of Directors shall provide a Corporate Seal with the name of the Corporation thereon.

Section Four. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act, or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE V. AMENDMENTS

Section One. Power of Directors to Amend Bylaws. These bylaws may be altered, amended, or repealed by majority vote at any meeting of the Board of Directors, at which a quorum is present, provided that no alteration, amendment, or repeal of the bylaws shall be effective unless and until approved by the Board of Regents of The University of Texas System.

Student's Association, Including Constitution

4. U. T. Austin: Approval of Amendment No. 1 to the Constitution of The Senior Cabinet (Article IV, Sections 4.11 and 4.12). -- Upon the recommendation of President Rogers and Chancellor Walker and without objection, the following amendments to Article IV, Sections 4.11 and 4.12 of the Constitution of The Senior Cabinet at The University of Texas at Austin were adopted:

4.11 The election of officers shall occur at a general meeting of The Senior Cabinet between April 1st and the last class day of the spring semester.

4.12 No person shall be elected to any office of The Senior Cabinet unless said person is a voting member of The Senior Cabinet at the time of election or said person has served on The Senior Cabinet as a voting member for at least one year immediately prior to the election and shall still be enrolled at The University of Texas at Austin.

FILE NO. MA
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REMARKS —

5. U. T. Austin: Appointment of (a) Professor Eugene Nelson to William David Blunk Memorial Professorship for Academic Year 1979-80 and (b) Dr. Jack C. Robertson to Price Waterhouse Auditing Professorship in Accounting Effective September 1, 1979. -- By separate motions and without objection, approval was given to the recommendation of President Rogers and Chancellor Walker that:

a. Professor Eugene Nelson be appointed to the William David Blunk Memorial Professorship at The University of Texas at Austin for the 1979-80 academic year.

Professor Nelson is widely recognized as both an outstanding teacher and an individual dedicated to serving the University's students. His devotion to excellence in student achievement and to personal interaction with students for more than thirty years fulfills the criteria for the award of the Blunk Professorship.

b. Dr. Jack C. Robertson be appointed to the Price Waterhouse Auditing Professorship in Accounting at The University of Texas at Austin effective September 1, 1979.

Dr. Robertson, a member of the faculty of the Department of Accounting since 1970, is nationally recognized as an outstanding teacher and scholar in the field of auditing. He is the author of several outstanding books, including the leading basic textbook in auditing.

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REMARKS —

Coordinating Board Requests

6. U. T. Austin: Approval of Joint Program by the School of Law and Graduate School of Business Leading to the Doctor of Jurisprudence and the Master of Business Administration Degrees (Catalog Change). -- Upon the recommendation of President Rogers and Chancellor Walker, unanimous approval was given to an integrated program in the School of Law and the Graduate School of Business at The University of Texas at Austin leading to the Doctor of Jurisprudence and the Master of Business Administration degrees and to so notify the Coordinating Board, Texas College and University System. This joint program of study does not entail the creation of a new degree nor any changes in facilities, staff, supporting services, or costs, and the format for the curriculum of the program incorporates course work which is presently available in the two academic units.

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REMARKS ---

The next appropriate catalogs published at U. T. Austin will be amended to conform.

7. U. T. Austin: Authorization to Seek Permission from Coordinating Board to Establish a Bachelor of Business Administration Degree with a Major in Data Processing and Analysis (Catalog Change). -- Upon the recommendation of President Rogers and Chancellor Walker and without objection, approval was given to seek permission from the Coordinating Board, Texas College and University System to establish a Bachelor of Business Administration degree with a major in Data Processing and Analysis at The University of Texas at Austin. Existing facilities and library holdings are adequate to support this program, and the addition of several new faculty positions during the first three years of its operation will be required.

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If this program is approved by the Coordinating Board, the next appropriate catalog published at U. T. Austin will be so amended.

8. Institute of Texan Cultures: Authorization to Apply for a Beer and Wine License. -- Without objection and upon the recommendation of Executive Director Maguire and Chancellor Walker, authorization was granted to apply for a beer and wine license at The University of Texas Institute of Texan Cultures at San Antonio to (a) sell Texas produced wines only by the bottle at the Institute Store and (b) allow the Institute to obtain a temporary permit each summer for the Texas Folklife Festival. Chairman Williams emphasized that the intent of this authorization was to allow temporary permits to be obtained during the Festival or for similar events.

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REMARKS ---

9. Institute of Texan Cultures: Approval of Revised Membership Categories and Dues Structure for the Associates of Institute of Texan Cultures. -- Upon the recommendation of Executive Director Maguire and Chancellor Walker, the Academic and Developmental Affairs Committee considered revised membership categories and dues structure for the Associates of Institute of Texan Cultures at The University of Texas Institute of Texan Cultures at San Antonio. After

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REMARKS ---

due discussion and upon the suggestion of Regent Law, the "Friends" category was changed to "Patrons" and the following membership categories and dues structure were approved without objection:

Founding Members	\$5,000 (In total contributions)
Patrons	1,000 (Annual)
Director's Council	500 (Annual)
Sustaining Members	100 (Annual)
Annual Members	25

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 36 - 46). --
Committee Chairman Law stated that all items in the Buildings and Grounds Committee were considered in open session. He submitted the following report which was adopted without objection:

Report

The Buildings and Grounds Committee met and completed its business on Thursday afternoon, May 31, 1979. The following actions were approved without objection unless otherwise indicated:

1. U. T. System: Policy for Inscriptions on Plaques for Permanent Buildings. -- Upon the recommendation of Chancellor Walker, the Buildings and Grounds Committee without objection:

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- a. Reconfirmed the 1966 policy concerning inscriptions on plaques for all permanent buildings constructed at component institutions of The University of Texas System (Permanent Minutes, Volume XIV, Page 68)
- b. Confirmed the following format for inscription on each plaque:

BUILDING NAME

19

(Year of Contract Award)

BOARD OF REGENTS
 (Membership at Date of Award)

Name, Chairman	Name,
Name, Vice-Chairman	Chancellor, The University
Name, Member	of Texas System
Name, Member	Name,
Name, Member	President, The University
Name, Member	of Texas at (Component)
Name, Member	Name,
Name, Member	Project Architect
Name, Member	Name,
	Contractor

- c. Approved the principle of considering for approval the inscription on each plaque concurrent with considering the award of the construction contract for each building

*Design Standards
for new Buildings*

2. U. T. System - Energy Conservation Program (Compliance with Title III, National Energy Conservation Act): Report of Initial Implementation and Request for Additional Appropriation. -- The following report was received from the Administration:

FILE NO. *A-211*
DOCUMENT *200*
REMARKS *---*

Report

"In accordance with authorization given by the Board of Regents at its meeting of November 30 and December 1, 1978, the Office of Facilities Planning and Construction, in concert with several professional engineering firms and Physical Plant staffs has developed a U. T. System Energy Management Plan (EMP) which conforms to the National Energy Conservation Policy Act of 1978, still-evolving State planning and U. T. System needs.

"The U. T. System EMP is a well engineered plan for addressing a major energy conservation program of broad scope with an objective of achieving economy. It progresses from measures of low cost, early payback to those of higher cost, longer term payback.

"Additional activities completed or in process include:

- "a. Training personnel from each Component Institution on EMP procedures and how to perform an energy audit of individual building envelopes and energy using systems, as required by federal and state agencies. Immediately following energy auditor training in April, Physical Plant staffs, within their capabilities, began the audit of individual buildings throughout the U. T. System which is to be completed by June 1, 1979, to meet the State's deadline. This audit covers approximately 850 buildings with 28 million gross square feet of space.
- "b. Defining, establishing and implementing an EMP data management system to handle large volumes of information required under the federal act.
- "c. Evaluating and selecting from energy audits those buildings which appear to be comparatively inefficient users of energy and susceptible of more detailed analysis of energy conservation measures to reduce consumption."

To ensure the capability of meeting federal and state requirements, including submittal of initial grant applications and launching the U. T. System energy conservation program, and upon the recommendation of Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Authorized implementation of the U. T. System Energy Management Plan to include completion of energy audits and related activities, use of outside professional services for technical assistance, establishment of a central data management system and undertaking all necessary activities to develop energy conservation grant applications
- b. Authorized an initial funding level of \$1 million for this program for the first year of operation with a status report to be submitted to the Board of Regents at the end of the year
- c. Appropriated \$250,000 from interest on Permanent University Fund Bond proceeds to provide the next increment of funding to proceed with the energy conservation activities described above

3. U. T. Arlington: Authorization to Construct Pedestrian Bridge Over Mitchell Street Between Main Campus Area and Major Parking Areas to the South of Campus; Appointment of Mikusek-Marsee & Associates, Arlington, Texas, Project Architect; Authorization to Submit Project to Coordinating Board; and Appropriation Therefor. -- The Administration, at the request of Regent Fly, presented a plot plan of the U. T. Arlington campus designating the site for the Pedestrian Bridge which it was proposing to be constructed.

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

- a. Authorized construction of a Pedestrian Bridge over Mitchell Street between the main campus area and major parking areas to the south of The University of Texas at Arlington campus at an estimated total project cost of \$220,000
- b. Appointed the firm of Mikusek-Marsee & Associates, Arlington, Texas, Project Architect, with authorization to prepare final plans which will be presented at a future meeting of the Board for consideration
- c. Authorized submission of the project to the Coordinating Board, Texas College and University System
- d. Appropriated \$12,000 from ad valorem tax proceeds for fees and related project expenses through completion of final plans

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4. U. T. Arlington - School of Nursing, Including General Classroom and Office Facilities: Approval of Final Plans and Authorization to Advertise for Bids Subject to Clarification of Funding and Approval by the Coordinating Board. --With respect to the status of funding for the School of Nursing project at U. T. Arlington, Committee Chairman Law reported that no final answer had been received, and this was simply a request to approve the final plans and specifications and to advertise for bids subject to clarification of funding. Director Kristoferson presented a rendering of the proposed building and stated that the plans were the same plans presented at the April 1978 meeting when the preliminary plans had been approved.

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

- a. Approved the final plans and specifications for the School of Nursing, Including General Classroom and Office Facilities at The University of Texas at Arlington at a revised project cost of \$14,200,000
 - b. Subject to clarification of funding and approval by the Coordinating Board, Texas College and University System, authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented to the Board of Regents for consideration at a future meeting
5. U. T. Arlington - Student Housing (Initial Phase): (a) Approval of Preliminary Plans and Authorization to Submit Project to Coordinating Board; (b) Subject to Coordinating Board Approval, Authorization for Project Architect to Prepare Final Plans; and (c) Additional Appropriation Therefor. --The preliminary plans and specifications for the construction of Student Housing (Initial Phase) at The University of Texas at Arlington were presented by Mr. Preston Geren, representing the firm of Geren & Associates, Fort Worth, Texas, Project Architect.

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

- a. Approved the preliminary plans and specifications for the initial phase of Student Housing at The University of Texas at Arlington (housing for 212 students) at an estimated total project cost of \$3,143,390, and authorized submission of the project to the Coordinating Board, Texas College and University System
- b. Subject to Coordinating Board approval, authorized the Project Architect, Geren & Associates, Fort Worth, Texas, to prepare final plans and specifications for consideration of the Board of Regents at a future meeting
- c. Appropriated additional funds in the amount of \$77,000 from unappropriated plant funds - interest on bond proceeds for fees and related project expenses through completion of final plans and specifications

6. U. T. Austin - McDonald Observatory - Millimeter-Wave Radio Telescope Dome Repairs: Approval of Project; Authorization to Complete; and Appropriation Therefor. -- Upon the recommendation of President Rogers and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Authorized a repair project for the McDonald Observatory (The University of Texas at Austin) Millimeter-Wave Radio Telescope Dome at an estimated total project cost of \$95,000
- b. Authorized preparation of final plans and specifications and completion of the project through all necessary actions by U. T. Austin Administration and the Physical Plant Department with its own forces or through contract services in consultation with the Office of Facilities Planning and Construction
- c. Appropriated \$95,000 from Account No. 36-0678-7900 - Allocation for Building and Laboratory Modification and Updating Teaching and Laboratory Equipment for the total cost of this work

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7. U. T. Austin - Transition Plan to Make All Campus Facilities Accessible for Handicapped (Sec. 504, Rehabilitation Act of 1973): Approval to Continue Implementation of First Increment (1977-78) through Second Increment (1978-79) and Appropriation for Second Increment. -- Upon the recommendation of President Rogers and Chancellor Walker and without objection, the Buildings and Grounds Committee:

- a. Approved continued implementation of the first increment (1977-78) through the second increment (1978-79) of The University of Texas at Austin Transition Plan to achieve the campus accessibility requirements of Section 504 of the Rehabilitation Act of 1973 as approved by the Board of Regents in April 1978
- b. Authorized carrying out these improvements by all necessary actions of U. T. Austin Administration and the Physical Plant Department with its own forces, outside professional services and contract services
- c. Appropriated \$800,000 from Account No. 36-0678-7900 - Allocation for Building and Laboratory Modification and Updating Teaching and Laboratory Equipment for the second increment of improvements to be accomplished in 1978-79

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8. U. T. Austin - Taylor Hall (North Portion) Improvement Project:
Approval of Project: Authorization to Advertise for Bids and to
Complete Project; and Appropriation Therefor. --The Buildings
 and Grounds Committee, upon the recommendation of President
 Rogers and Chancellor Walker and without objection:

- a. Authorized an improvement project for the north portion of Taylor Hall at The University of Texas at Austin at an estimated total project cost of \$400,000 to benefit instructional programs in Mechanical Engineering and the instructional and research support activities of the Computation Center
- b. Authorized preparation of final plans and specifications and completion of the project by all necessary actions of the U. T. Austin Administration and the Physical Plant Department with their own forces or through contract services in consultation with the Office of Facilities Planning and Construction
- c. Authorized advertisement for bids
- d. Appropriated \$400,000 from Account No. 36-0678-7900 - Allocation for Building and Laboratory Modification and Updating Teaching and Laboratory Equipment for the total cost of this work

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9. U. T. Austin - Townes Hall (Law School Building) - Alterations and Additions: Additional Appropriation Therefor. --Upon the recommendation of President Rogers and Chancellor Walker, the Buildings and Grounds Committee without objection:

Appropriated \$100,000 from interest on bond proceeds to supplement the remaining balance of funds previously appropriated for the purchase of additional furniture and furnishings for the Townes Hall (Law School Building) - Alterations and Additions at The University of Texas at Austin

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10. U. T. Austin - Townes Hall (Law School Building) - Alterations and Additions: Award of Contract for Additional Furniture and Furnishings to Rockford Furniture & Carpets, Inc., Austin, Texas. --Upon the recommendation of President Rogers and Chancellor Walker, the Buildings and Grounds Committee without objection awarded a contract for additional furniture and furnishings for the Alterations and Additions to Townes Hall (Law School Building) at The University of Texas at Austin to the lowest responsible bidder as set out below:

Rockford Furniture and Carpets, Inc.
 Austin, Texas

Base Proposal "3" (Book Trucks
 and Special Purpose Equipment) \$27,503.70

The funds necessary to cover this contract award are available in the Furniture and Equipment Account for this project. (See Item 9 above for additional appropriation.)

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Abstract No. 313, Dallas County, and Abstract No. 223, Collin County, recorded in Volume 72177, Page 1645. Deed Records of Dallas County and that 325.13 acre tract out of the John W. Curtis Survey, Abstract No. 345, McKinney and Williams Survey, Abstract No. 1023, and John C. Campbell Survey, Abstract No. 241 and recorded in Volume 69188, Page 1201, Deed Records, Dallas County, Texas. The easement runs easterly from Renner Road along the north boundary of University property to the east boundary of "Tracts A and B," then turns south along the eastern boundary of "Tracts A & B" to a point south of the Thermal Energy Plant.

13. U. T. El Paso - College of Business Administration Classroom and Office Building: Report of Feasibility Study; Authorization for Project; Approval of Site; Appointment of Fouts, Langford, Gomez, Moore, Inc., El Paso, Texas, Project Architect; and Appropriation Therefor. -- Following an oral report by Mr. Jim Langford representing the firm of Fouts, Langford, Gomez, Moore, Inc., El Paso, Texas, Project Architect, on the feasibility study to define the required functions, project scope, campus location, and estimated cost of a new College of Business Administration Classroom and Office Building at The University of Texas at El Paso, the Buildings and Grounds Committee without objection, and upon the recommendation of President Templeton and Chancellor Walker:

- a. Authorized construction of the College of Business Administration Classroom and Office Building at U. T. El Paso at an estimated total project cost of \$6,800,000
- b. Approved the site for the new facility southwest of the Engineering-Science Complex
- c. Appointed Fouts, Langford, Gomez, Moore, Inc., El Paso, Texas, Project Architect, with authorization to prepare preliminary plans to be presented to the Board of Regents for consideration at a future meeting
- d. Appropriated \$60,000 from Permanent University Fund Bond proceeds for fees and related project expenses through completion of preliminary plans

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14. Institute of Texan Cultures at San Antonio - Phase I Remodeling - Mechanical/Electrical Distribution Segment: Award of Contract to Tezel & Cotter Air Conditioning Company, San Antonio, Texas, and Additional Appropriation Therefor. -- Upon the recommendation of Executive Director Maguire and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Awarded the construction contract for the Phase I Remodeling - Mechanical/Electrical Distribution Segment for the Institute of Texan Cultures at

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San Antonio to the lowest responsible bidder, Tezel & Cotter Air Conditioning Company, San Antonio, Texas, as follows:

Base Bid	\$102,627
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Additive Alternates:

Alt. No. 1 Provide Emergency Power to Level 3	3,000
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Alt. No. 3 Provide Ductwork to Level 3	<u>34,552</u>
--	---------------

Total Contract Award	<u>\$140,179</u>
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- b. Authorized a total project cost of \$156,000 to cover the contract award, fees and related project expenses
- c. Appropriated \$9,468 from Account No. 1810050, Administrative and General Services - Maintenance and Operation to provide necessary additional funds for the total project cost

15. Galveston Medical Branch (Galveston Hospitals) - Heliport: Approval of Revised Project Cost; Award of Contract to Texas Gulf Construction Company, Galveston, Texas, and Additional Appropriation Therefor. - The Administration reported that all three of the bids received for the Heliport at The University of Texas Medical Branch at Galveston exceeded the estimated project cost of \$125,000. This higher construction cost was attributed to the fact that large sections of concrete and debris had been encountered during the testing for the pile foundation.

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

- a. Authorized a revised total project cost of \$220,000 for the Heliport at the Galveston Medical Branch to cover the pile driving, Heliport construction contract award, construction contingency, field lighting, fees and related project expenses
- b. Authorized the Galveston Medical Branch Administration to award the construction contract for the Heliport at the Galveston Medical Branch to the lowest responsible bidder, Texas Gulf Construction Company, Galveston, Texas, in the amount of the base bid of \$189,120
- c. Appropriated additional funds in the amount of \$95,000 from the Galveston Medical Branch Unallocated Plant Funds - Project Allocation to provide for the total project cost

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16. Galveston Medical Branch (Galveston Hospitals) - Texas Department of Corrections Hospital: Approval of Final Plans and Authorization to Advertise for Bids. -- Upon the recommendation of President Levin and Chancellor Walker, and without objection, the Buildings and Grounds Committee:

- a. Approved the final plans and specifications for the construction of the Texas Department of Corrections Hospital at The University of Texas Medical Branch at Galveston at an estimated construction cost of \$25,500,000 which is within previously authorized funding (\$40,000,000 Legislative appropriation)

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These final plans and specifications had been prepared by the Project Architect, Bernard Johnson, Inc., and Jessen Associates, Inc., a Joint Venture, and provide for 144 inmate patient beds, diagnostic and treatment facilities, ancillary services and administrative areas within a facility designed to interface optimum health care delivery, teaching, and research opportunities within maximum security provisions.

- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future meeting of the Board for consideration

17. Galveston Medical Branch - Sewage Treatment Plant: Authorization for Project; Appointment of Turner Collie and Braden, Inc., Houston, Texas, Project Engineer; and Appropriation Therefor. --

O.N. ✓

The Administration reported that there was a need for a sewage treatment plant on The University of Texas Medical Branch at Galveston campus. An initial contact with the Texas Department of Water Resources indicated that preparation of a formal application for the construction and installation of such a sewage treatment plant would require technical information and professional services of an engineering firm capable and experienced in this specialized construction.

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Upon the recommendation of President Levin and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Authorized initiation of all appropriate actions, investigations and studies for the construction and installation of a sewage treatment plant on the Galveston Medical Branch campus
- b. Appropriated \$40,000 from Medical Branch Unexpended Plant Funds - Project Allocation for fees and related project expenses through completion of preliminary plans

From a list of proposed engineers submitted by the Administration at the meeting, and upon motion of Regent Sterling, duly seconded, the firm of Turner Collie and Braden, Inc., Houston, Texas, was appointed Project Engineer to prepare special studies, surveys, cost estimate and preliminary plans which will be presented to the Board of Regents for consideration at a future meeting.

18. Houston Health Science Center - Houston Medical School Phase III: Authorization to Complete Site Development: Appointment of Corey A. Hoffpauir and Associates, Inc., Austin, Texas, Landscape Architect to Prepare Final Plans; and Appropriation Therefor. --

The Administration reported that in cooperation with the Texas Medical Center and adjacent property owners, the Office of Facilities Planning and Construction had prepared a schematic design concept for the completion of site development for Phase III at the Houston Medical School of The University of Texas Health Science Center at Houston. The scope of work, estimated to cost \$560,000, would provide a pedestrian mall, paved areas, landscaped terraces, a multi-use amphitheatre for outdoor classroom use, security lighting and a fountain-retaining basin for additional flood control protection and would supplement and complete other flood protection measures in the vicinity of the Medical School.

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

- a. Authorized completion of the site development for the Houston Medical School Phase III at the Houston Health Science Center at an estimated total project cost of \$560,000
- b. Appropriated \$27,000 from unexpended plant fund balances for fees and related project expenses through completion of final plans

From a list of proposed architects submitted by the Administration at the meeting, and upon motion of Regent Sterling, duly seconded, the firm of Corey A. Hoffpauir and Associates, Inc., Austin, Texas, was appointed Landscape Architect to prepare final plans and cost estimate to be presented to the Board of Regents at a future meeting for consideration.

19. Houston Health Science Center and University Cancer Center: Waiver of Regents' Policy and Approval of Temporary Overhead Easement to Houston Lighting and Power Company to Provide Electrical Service to Thermal Energy Plant Operated by Texas Medical Center Heating and Cooling Cooperative Association. -- Upon the recommendation of Director Kristoferson and Chancellor Walker and without objection, the Regents' policy with respect to all easements being underground was waived, and a 10-foot wide overhead easement covering a three year period was granted to Houston Lighting and Power Company. This easement runs from the electrical substation at the Fannin Street crossing of Brays Bayou to the Thermal Energy Plant operated by the Texas Medical Center Heating and Cooling Cooperative Association.

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REPORT OF HEALTH AFFAIRS COMMITTEE (Pages 47-63). -- The following report of the Health Affairs Committee was submitted by Committee Chairman Fly who stated that all actions had been taken in open session and unanimously approved unless otherwise indicated. The report as set out below was adopted without objection:

(Based on Model)

1. U. T. Arlington: Affiliation Agreements with (a) Trinity Valley Mental Health Mental Retardation Authority, Fort Worth, Texas and (b) Arlington Girls' Club, Arlington, Texas. -- Approval was given without objection to affiliation agreements by and between The University of Texas at Arlington and the following facilities to be effective immediately. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below:

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<u>Facility</u>	<u>Agreement Executed</u>
✓ a. Trinity Valley Mental Health Mental Retardation Authority Fort Worth, Texas	March 27, 1979
✓ b. Arlington Girls' Club, Arlington, Texas	April 9, 1979

These agreements follow the format approved for affiliation agreements by the Board of Regents on December 16, 1977. They will provide facilities for health care related educational experiences for students at U. T. Arlington.

2. U. T. San Antonio: Affiliation Agreement with The University Hospital and Clinics, Oklahoma City, Oklahoma. -- Upon the recommendation of President Wagener and Chancellor Walker, the affiliation agreement set out on Pages 48-50 by and between The University of Texas at San Antonio and The University Hospital and Clinics, Oklahoma City, Oklahoma, was approved without objection to be effective immediately. This agreement, executed by the appropriate officials of the institution and facility on January 29, 1979, will provide facilities for health care related educational experiences in physical therapy for students in the Division of Allied Health and Life Sciences at U. T. San Antonio.

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STATEMENT OF AGREEMENT
BETWEEN
THE UNIVERSITY HOSPITAL AND CLINICS
AND
THE UNIVERSITY OF TEXAS AT SAN ANTONIO

THIS AGREEMENT is entered into this 29th day of January, 1979, by and between THE UNIVERSITY HOSPITAL AND CLINICS, a hospital owned and operated by the State of Oklahoma and governed by a separate statutory Board of Trustees, hereinafter referred to as the "AGENCY", and THE UNIVERSITY OF TEXAS AT SAN ANTONIO, a component institution of The University of Texas System, hereinafter referred to as the "EDUCATIONAL FACILITY".

RECITALS

A. WHEREAS, the AGENCY understands that at all times (1) the FACILITY is completely responsible for and in control of the education of the student for physical therapy practice; (2) that the AGENCY is completely responsible for the treatment given to patients; and (3) each contributes to meeting the goal of the other.

B. WHEREAS, the AGENCY has facilities for the instruction of physical therapy students, and

C. WHEREAS, the purpose of furthering the following objectives of the parties hereto, the FACILITY will send the AGENCY students enrolled in the physical therapy program: (1) to provide clinical experience in patient treatment and related instruction; (2) to increase contacts between academic and clinical facilities for fullest use of available teaching facilities and expertise; (3) to establish and maintain a cooperative clinical experience setting, it is agreed:

D. THAT, in consideration of the mutual benefits the parties agree as follows:

1. General information:

a. Students will be scheduled at least one (1) month in advance of the beginning training date.

b. The numbers of students assigned to the AGENCY will be in keeping with the capacity to provide a good clinical experience. The AGENCY retains the option to train students from other academic programs in physical therapy.

c. The FACILITY will provide copies of current course objectives, outlines, or schedules and assignments for courses relevant to the clinical training program.

d. The AGENCY will not charge the student with any educational tuition, nor is the AGENCY expected to provide stipends to the students.

2. Responsibility of the Facility:

a. The FACILITY will send the name and evidence of coverage under student health and liability insurance of students assigned to the AGENCY at least one month before the beginning date of the clinical experience.

b. The FACILITY has designated Suzanne Brown, R.P.T., as clinical coordinator to participate in planning the student program at the AGENCY. Her primary role is to insure that students and the AGENCY fulfill the requirements of the clinical experience program, and to provide liaison between the FACILITY and the AGENCY.

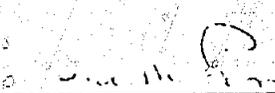
3. Terms of Agreement:

a. This agreement is valid for one (1) year from the date of execution, and

b. That either party hereto shall have the right to terminate this agreement upon three (3) months written notice of the other.

APPROVED FOR:

THE UNIVERSITY HOSPITALS AND CLINICS
Oklahoma City, Oklahoma 73125

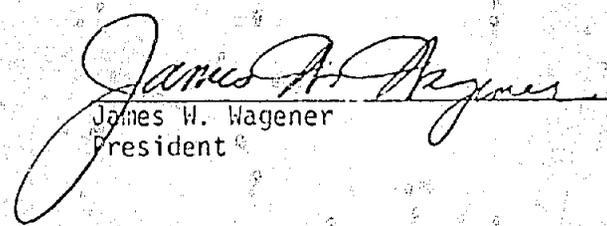

Bruce M. Perry
Executive Director

FEB 06 1979

Date

APPROVED FOR:

THE UNIVERSITY OF TEXAS
AT SAN ANTONIO


James W. Wagener
President

1-21-79
Date

ATTEST:

BOARD OF REGENTS
THE UNIVERSITY OF TEXAS SYSTEM

Betty Anne Thedford, Secretary
Board of Regents
The University of Texas System

By Dan C. Williams, Chairman
Board of Regents
The University of Texas System

Approved, as to Form:

Content Approved:

M. L. Taylor
Attorney
The University of Texas System

Edell T. Baker
Chancellor
The University of Texas System

James A. ...
Vice Chancellor for Academic Affairs
The University of Texas System

(Based on Model)
3. U. T. San Antonio: Affiliation Agreements with (a) St. Anthony Center, Houston, Texas; (b) Spring Branch Memorial Hospital, Houston, Texas; (c) San Antonio Community Hospital, San Antonio, Texas; (d) Memorial City General Hospital, Houston, Texas; (e) Ruthe B. Cowl Rehabilitation Center, Laredo, Texas; and (f) St. Mary's Medical Center, Knoxville, Tennessee. -- Without objection, approval was given to affiliation agreements by and between The University of Texas at San Antonio and the following facilities to be effective immediately. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below:

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<u>Facility</u>	<u>Agreement Executed</u>
✓ a. St. Anthony Center Houston, Texas	May 4, 1978
✓ b. Spring Branch Memorial Hospital Houston, Texas	July 13, 1978
✓ c. San Antonio Community Hospital San Antonio, Texas	September 6, 1978
✓ d. Memorial City General Hospital Houston, Texas	November 16, 1978

- ✓ e. Ruthe B. Cowl Rehabilitation Center, Laredo, Texas February 13, 1979
- f. St. Mary's Medical Center Knoxville, Tennessee February 14, 1979

These agreements, which follow the format approved for affiliation agreements by the Board of Regents on December 16, 1977, will provide facilities for health care related educational experiences for students at U. T. San Antonio.

4. Houston Health Science Center: Affiliation Agreement with Gamma Biologicals, Houston, Texas. -- An affiliation agreement by and between The University of Texas Health Science Center at Houston and Gamma Biologicals, Houston, Texas, was approved without objection to be effective immediately. This agreement, executed by the appropriate officials of the institution and facility on April 5, 1979, will provide additional educational experiences for students at the Houston Health Science Center through utilization of the clinical facilities of Gamma Biologicals.

(Based on Model)

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

5. University Cancer Center: Appointment of (a) Dr. Richard G. Martin to Charles B. Barker Chair in Surgery and (b) Dr. Jan vanEys to Mosbacher Pediatrics Professorship. -- By separate motions and without objection, approval was given to the recommendation of President LeMaistre and Chancellor Walker that:

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- a. Dr. Richard G. Martin be appointed to the Charles B. Barker Chair in Surgery at The University of Texas System Cancer Center.

Dr. Martin is a distinguished surgeon and Professor of Surgery and has been with the University Cancer Center since 1951. He has served during the past three years as the head of the Department of General Surgery and as the first director of the Division of Surgery at the University Cancer Center.

- b. Dr. Jan vanEys be appointed the first recipient of the Mosbacher Pediatrics Professorship at The University of Texas System Cancer Center.

Dr. vanEys, Professor and Head of the Department of Pediatrics at the University Cancer Center, is one of the leading pediatric oncologists in America and has done an outstanding job in organizing and managing the Department of Pediatrics. He has been actively involved in cancer research, patient care and education.

6. University Cancer Center: ^{Alcohol Permit} Authorization to Apply for a Wine and Beer License for the Anderson Mayfair. -- Upon the recommendation of President LeMaire and Chancellor Walker and without objection, authorization was granted to apply for a wine and beer license for the ground floor dining room of the Anderson Mayfair at The University of Texas System Cancer Center. FILE NO. 400 DOCUMENT 12 REMARKS
7. Tyler Health Center: Affiliation Agreement with Kilgore College District, Kilgore, Texas. -- The Committee, upon the recommendation of Superintendent Hurst and Chancellor Walker and without objection, approved the affiliation agreement set out on Pages 52-57 by and between The University of Texas Health Center at Tyler and Kilgore College District, Kilgore, Texas, to be effective immediately. This agreement, executed by the appropriate officials of the institution and facility on March 15, 1979, will permit students enrolled in nursing programs at Kilgore College District to complete a portion of their educational experience at the Tyler Health Center. It will continue an excellent relationship between these two institutions and provide for the total clinical educational experiences of the students in Kilgore College District. FILE NO. 400 DOCUMENT 12 REMARKS

HEALTH CAREEDUCATIONAL EXPERIENCE PROGRAMAFFILIATION AGREEMENT

THIS AGREEMENT made the 15th day of March, 1979 by and between The University of Texas Health Center at Tyler ("UTHCT"), a component institution of The University of Texas System, ("System"), and Kilgore College District ("Affiliate") having its principal office at 1100 Broadway in Kilgore, State of Texas. WITNESSETH:

WHEREAS, UTHCT now operates health care facilities located 9 miles NE of Tyler on Hwy 271, State of Texas, and therein provides health care services for persons in need of such services; and Affiliate provides an academic program with respect to health care; and,

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

WHEREAS, UTHCT 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 UTHCT, and believes that achievement of such goal can best be accomplished by affording health-care students the opportunity to participate in meaningful educational experiences as a part of an academic health care program, through utilization of appropriate facilities and personnel of UTHCT; and,

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

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, Affiliate and UTHCT agree that any program agreed to by and between UTHCT and Affiliate, 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 UTHCT and Affiliate, and approved in writing by the Chancellor of The University of Texas System.

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

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

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

5. Except for certain acts to be performed by UTHCT pursuant to express provisions of this Agreement, Affiliate hereby agrees to furnish 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 furnish UTHCT with the names of the students assigned by Affiliate 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, and (2) who have entered into a written agreement with Affiliate and UTHCT that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of Affiliate and UTHCT.

(c) To designate a member of the Affiliate faculty (Faculty Coordinator) to coordinate with UTHCT through its Liaison the learning assignment to be assumed by each student participating in the Program; provided, however, that no person not having the prior written approval of UTHCT shall be approved; and, in such connection, Affiliate shall furnish in writing to UTHCT (not later than thirty (30) days prior to the date the Faculty Coordinator appointment is to become effective) the name and professional and

academic credentials of the person proposed by Affiliate to coordinate with UTHCT, and within ten (10) days after receipt of same, UTHCT shall notify Affiliate of UTHCT's approval or disapproval of such person. In the event the faculty member becomes unacceptable to UTHCT after appointment, and UTHCT so notifies Affiliate in writing, Affiliate will appoint another person to serve as Faculty Coordinator in accordance with procedures in the first sentence of this subparagraph (c).

6. UTHCT hereby agrees:

(a) To permit the authority responsible for accreditation of Affiliate curriculum to inspect such facilities, services and other things provided by UTHCT pursuant to this Agreement as are necessary for accreditation evaluation.

(b) To appoint a person to serve for UTHCT as liaison (Liaison) to the faculty and students engaged in the Program.

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 Affiliate or The University of Texas System, or any of its component institutions, (including, but not limited to

UTHCT), 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.

13. Affiliate shall hold UTHCT harmless from all liability resulting from the acts or omissions of Affiliate and its officers, agents, servants, employees or students.

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 UTHCT and Affiliate 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 Affiliate and UTHCT on the day and year first written, in duplicate copies, each of which shall be deemed an original.

ATTEST:

UTHCT

Paula Stevens
Notary Public - Smith Co.
Texas

By Mary A. Hunt
Superintendent, The University of Texas Health Center at Tyler

CONTENT APPROVED:

Carl D. Walker
Chancellor, The University of Texas System

FORM APPROVED:

M. Leona Taylor
General Counsel of The University of Texas System

Edmund R. Brantley
Vice Chancellor for Health Affairs The University of Texas System

ATTEST:

AFFILIATE

Dee Robinson
Notary Public, Gregg Co.
Texas

Stewart McGowan
President, Kilgore College

Bruce D. Swann
Chairman

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

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
BETTY ANNE THELFORD

8. Tyler Health Center: Affiliation Agreement with Tyler Junior College, Tyler, Texas. -- Upon the recommendation of Superintendent Hurst and Chancellor Walker, the affiliation agreement set out on Pages 58-63 by and between The University of Texas Health Center at Tyler and Tyler Junior College, Tyler, Texas, was approved without objection to be effective immediately. This agreement, executed on March 15, 1979, by the appropriate officials of the institution and facility, will permit students enrolled in allied health and nursing programs at Tyler Junior College to complete a portion of their educational experience at the Tyler Health Center and will provide for the total clinical educational experiences of the students at Tyler Junior College.

FILE NO. 400
DOCUMENT ✓
REMARKS

HEALTH CARE

EDUCATIONAL EXPERIENCE PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made the 15th day of March, 1979 by and between The University of Texas Health Center at Tyler ("UTHCT"), a component institution of The University of Texas System, ("System"), and Tyler Junior College, a Texas Public Junior College ("Affiliate") having its principal office on the Henderson Highway in Tyler, State of Texas. WITNESSETH:

WHEREAS, UTHCT now operates health care facilities located 9 miles NE of Tyler on Hwy 271, State of Texas, and therein provides health care services for persons in need of such services; and Affiliate provides an academic program with respect to health care; and,

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

WHEREAS, UTHCT 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 UTHCT, and believes that achievement of such goal can best be accomplished by affording

health-care students the opportunity to participate in meaningful educational experiences as a part of an academic health care program, through utilization of appropriate facilities and personnel of UTHCT; and,

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

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, Affiliate and UTHCT agree that any program agreed to by and between UTHCT and Affiliate, 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 UTHCT and Affiliate, and approved in writing by the Chancellor of The University of Texas System.

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

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

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

5. Except for certain acts to be performed by UTHCT pursuant to express provisions of this Agreement, Affiliate hereby agrees to furnish 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 furnish UTHCT with the names of the students assigned by Affiliate 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, and (2) who have entered into a written agreement with Affiliate and UTHCT that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of Affiliate and UTHCT.

(c) To designate a member of the Affiliate faculty (Faculty Coordinator) to coordinate with UTHCT through its Liaison the learning assignment to be assumed by each student participating in the Program; provided, however, that no person not having the prior written approval of UTHCT shall be approved; and, in such connection, Affiliate shall furnish in writing to UTHCT (not later than thirty (30) days prior to the date the Faculty Coordinator appointment is to become effective) the name and professional and academic credentials of the person proposed by Affiliate to

coordinate with UTHCT, and within ten (10) days after receipt of same, UTHCT shall notify Affiliate of UTHCT's approval or disapproval of such person. In the event the faculty member becomes unacceptable to UTHCT after appointment, and UTHCT so notifies Affiliate in writing, Affiliate will appoint another person to serve as Faculty Coordinator in accordance with procedures in the first sentence of this subparagraph (c).

6. UTHCT hereby agrees:

(a) To permit the authority responsible for accreditation of Affiliate curriculum to inspect such facilities, services and other things provided by UTHCT pursuant to this Agreement as are necessary for accreditation evaluation.

(b) To appoint a person to serve for UTHCT as liaison (Liaison) to the faculty and students engaged in the Program.

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 Affiliate or The University of Texas System, or any of its component institutions, (including, but not limited to UTHCT), 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. Affiliate shall hold UTHCT harmless from all liability resulting from the acts or omissions of Affiliate and its officers, agents, servants, employees or students.

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 UTHCT and Affiliate 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 Affiliate and UTHCT on the day and year first written, in duplicate copies, each of which shall be deemed an original.

[Tyler Health Center: Agreement with Tyler Junior College (cont'd.)]

ATTEST:

UTHCT

Paula J. Stevens
Notary Public - Smith Co.
Texas

By Henry Q. Hunt, Jr.
Superintendent, The University of
Texas Health Center at Tyler

CONTENT APPROVED:

Ed Oetzel
Chancellor, The University of
Texas System

FORM APPROVED:

General Counsel of The
University of Texas System

Edward M. Brumley
Vice Chancellor for Health Affairs
The University of Texas System

ATTEST:

AFFILIATE

Ala. L. Luster
Secretary, Board of Regents

W. L. Luster
President, Tyler Junior College

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

Chairman

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
BETTY ANNE THELFORD

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 63 - 89). --
✓ Committee Chairman Hay 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:

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

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

Report on Clearance of Monies to Permanent University Fund for March and April 1979 and Report on Oil and Gas Development as of April 30, 1979. -- The following reports with respect to (a) certain monies cleared to the Permanent University Fund for March and April 1979 and (b) Oil and Gas Development as of April 30, 1979, were received from the Executive Director for Investments and Trusts:

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<u>Permanent University Fund</u>	<u>March 1979</u>	<u>April 1979</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>
Royalty				
Oil	\$3,697,962.96	\$2,774,939.92	\$27,881,619.52	\$25,639,317.50
Gas	2,541,992.68	2,364,543.06	19,118,230.83	25,107,917.10
Water	14,302.61	15,248.10	100,150.02	116,718.75
Salt Brine	2,528.26	1,578.78	21,324.65	28,973.03
Sulphur	88,843.24	38,894.24	387,278.33	403,873.44
Rental				
Oil and Gas Leases	325,985.99	57,666.41	1,611,373.83	976,577.98
Other	10,317.00		17,760.51	12,197.93
Miscellaneous	8,207.89	192,210.00	796,484.53	720,696.43
	<u>\$6,690,140.63</u>	<u>\$5,445,080.51</u>	<u>\$49,934,222.22</u>	<u>\$53,006,272.16</u>
Bonuses, Oil and Gas Lease	-0-	-0-	9,719,000.00	17,869,500.00
Total, Permanent University Fund	<u>\$6,690,140.63</u>	<u>\$5,445,080.51</u>	<u>\$59,653,222.22</u>	<u>\$70,875,772.16</u>

Oil and Gas Development - April 30, 1979
Acreage Under Lease - 1,044,408

Number of Producing Acres - 391,212

Number of Producing Leases - 1,707

- 64 -

3369

B. LAND MATTERS

- Form for West Texas Lands*
1. PUF - University Lands: Amendment of Standard Forms (Oil, Gas and Water Pipe Lines Easement Form, the Surface Lease Form, the Material Source Permit Form) by Adding Paragraph Relating to Antiquities Code of Texas; and Authorization to Amend These and Other Standard Forms to Reflect Current Titles and Addresses of System Officers. -- Upon recommendation of the Manager of University Lands - Surface Interests, the Vice Chancellor for Lands Management and Chancellor Walker and without objection, the Oil, Gas and Water Pipe Lines Easement form (Form No. UL-2), the Surface Lease form (Form No. UL-5), and the Material Source Permit form (Form No. UL-4) were authorized amended by the addition of the following paragraph:

"It is further understood and agreed that the _____ will comply with the Antiquities Code of Texas (Title 9, Chapter 191, Texas Resources Code). _____ further agrees that title to archeological articles, objects, or artifacts in or on the above described lands shall remain in said Board of Regents."

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with the blank spaces to be completed by insertion of the term otherwise used in each such form to describe the grantee, lessee or permittee as the case may be.

Further, such forms, together with the form for Assignment of Pipe Line Easements, Power Line Easements, Surface Leases and Grazing Leases (Form No. UL-6) were authorized amended to reflect current titles and addresses of System Officers.

- West Texas Lands Surface Leasing Policies*
2. PUF - University Lands: Revised Rate Schedule for (a) Pipe Line Easements, (b) Power and Telephone Easements, (c) Surface Leases (Other than Grazing), (d) Material Source Permits (Caliche, Etc.), and (e) Assignments, Transfer or Correction of Easements, Leases, Etc. -- Upon recommendation of the Manager of University Lands - Surface Interests, the Vice Chancellor for Lands Management, and Chancellor Walker and without objection, the schedule of rates payable to The University of Texas System as consideration for grants of (a) Pipe Line Easements, (b) Power and Telephone Easements, (c) Surface Leases (other than grazing), (d) Material Source Permits (caliche, etc.), and (e) Assignments, Transfer, or Correction of Easements, Leases, etc., was revised as set out on Pages 66-67, to be effective August 1, 1979.

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A. PIPE LINE EASEMENTS

RATES

Standard rates for varying sizes of pipeline, OD diameters, the rates being per rod for a ten year period, payable in advance:

1. New Pipe Line Construction Rates/Rod
 - a. Lines under 12" \$ 3.50
 - b. Lines 12" and under 36" 8.00
 - c. Lines 36" and over Negotiated
2. Pipe Line Renewal Rates/Rod
 - a. Lines under 12" 3.00
 - b. Lines 12" and under 36" 4.00
 - c. Lines 36" and over Negotiated
3. MINIMUM for a pipe line easement 200.00
4. FILING FEE in the amount of \$5.00 made payable to the General Land Office must be submitted with all easements.

B. POWER AND TELEPHONE LINE EASEMENTS

Standard rates for varying types of lines, the rates being per rod for a ten year period, payable in advance:

1. New Single Pole Construction Rates/Rod
 - a. Single pole distribution (33,000 volts maximum) 1.50
 - b. Single pole transmission 2.00
 - c. Single pole telephone lines 1.50
 - d. Buried telephone cable 2.00
 - e. H-frame pole construction 3.50
 - f. Steel tower construction 7.50
2. Single Pole Renewal Rates/Rod
 - a. Single pole distribution (33,000 volts maximum) 1.00
 - b. Single pole transmission 1.50
 - c. Single pole telephone lines 1.00
 - d. Buried telephone cable 1.40
 - e. H-frame pole construction 2.50
 - f. Steel tower construction 5.00
3. MINIMUM for a power or telephone line easement 200.00
4. FILING FEE in the amount of \$5.00 made payable to the General Land Office must be submitted with all easements.

RATES

C. SURFACE LEASE (other than grazing)

1. Standard rates for various leases:
 - a. Plant sites, booster stations, etc., per acre per year (payable in advance for a ten year period) \$ 40.00
 - b. Tower sites/year (payable in advance for a ten year period) 300.00
 - c. Business sites, residential sites, and other miscellaneous leases (annual rental payment) Negotiated
2. MINIMUM for any type surface lease/year 200.00
3. NO FILING FEE required

D. MATERIAL SOURCE PERMITS (Caliche, etc.)

1. Standard rate for one project:
 - a. Per cubic yard, under 20,000 cubic yards .50
 - b. 20,000 cubic yards or over Negotiated (\$.25 min)
 - c. Sale to highway construction Negotiated
2. MINIMUM for each permit 200.00
3. Separate check (made payable to The University of Texas System) must be submitted for State Sales tax at the then current rate.
4. NO FILING FEE required.

E. ASSIGNMENTS, TRANSFER, OR CORRECTION OF EASEMENTS, LEASES, ETC.

1. The only exception will be if other consideration, in the amount of \$200.00 or more, such as bonus for a grazing lease, is paid to The University of Texas System. 200.00
2. FILING FEE in the amount of \$5.00 made payable to the General Land Office is required for assignments.

3. PUF - University Lands: Amendment of Flexible Grazing Lease Form. -- Upon the recommendation of the Manager of University Lands, Surface Interests, the Vice Chancellor for Lands Management, and Chancellor Walker, the Flexible Grazing Lease form for University Lands (approved on March 26, 1976, Permanent Minutes, Volume XXIII, Pages 2199-2203) was amended as set out on Pages 68-73:

FILE NO. 1000
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REMARKS

THE UNIVERSITY OF TEXAS SYSTEM

FLEXIBLE GRAZING LEASE NO. _____

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, "Lessor," and _____ of _____ County, Texas, "Lessee," WITNESSETH:

That for and in consideration of the rentals to be paid and the performance by Lessee of the covenants and conditions contained herein, Lessor, pursuant to Section 66.41, Texas Education Code, does hereby lease unto the Lessee for grazing purposes only, for and during the term as hereinafter set out, all those certain tracts or parcels of land situated in the County of _____, and being more particularly described in Exhibit A, which is attached hereto and made a part hereof, containing _____ acres of land, more or less. Lessor does hereby agree to warrant, only insofar as it is authorized by law so to do, to Lessee, the possession and control of the above described land for and during said term, subject, however, to the following conditions which are expressly agreed to by Lessee, and a violation of any of said conditions by Lessee is hereby expressly understood and agreed to be sufficient cause for cancellation of this lease at the option of the Lessor.

1. This lease shall be for a term and period of ten years commencing on the _____ day of _____, 19____, and terminating on the _____ day of _____, 19____. Rental to be paid by Lessee to Lessor during the lease term shall be calculated as set out in paragraph 2 hereof and shall not be less than the aggregate rental set out in paragraph 3 hereof, said rental to be paid to the Director of Accounting of The University of Texas at Austin, Austin, Texas 78712, as follows:

2. Lessor and Lessee agree that this lease is and shall be a flexible grazing lease with both the rental and the number of animal units (livestock numbers) permitted to be pastured on the leased premises to be adjusted at least every six months during the term of this lease. The rental to be paid for each six-month period shall be determined by multiplying the number and kind of animal units allowed to be pastured on the leased premises times the price per

animal unit determined as hereinafter set out. In this connection, prior to each semi-annual rental period during the term hereof, i.e., July 1 - December 31 and January 1 - June 30 of each year, the University shall:

- (a) Allow the Lessee to set the number and kind of animal units as a stocking rate on this lease for each six-month period subject to the approval of the Manager of University Lands - Surface Interests. This number shall be set as of the first week in June and December for the succeeding six-month period and shall be used to determine the consideration to be paid. The University reserves the right to use Soil Conservation Service personnel and the local field office technical guides (standards and specifications) to determine the kinds of livestock which make up an animal unit.
- (b) Arrive at the price per animal unit for each calendar year based on the average of July 1 to October 31 market of the previous year as reported at San Angelo by the Texas Livestock Market News. For cattle, the average of both the feeder steer and heifer markets using the 400 to 500 pound weight group in grades good to choice. For sheep and goats, the average of the feeder lamb market using the 65-75 pound weight group in grades good to choice. This price per hundred weight less 30% will be the price per animal unit for each kind of livestock.
- (c) Allow the Lessee to make changes in stocking rates during each six-month period subject to the approval of the Manager of University Lands - Surface Interests. These changes will require appropriate adjustments in consideration paid to the University.

3. Notwithstanding any provision of this lease to the contrary, Lessee shall pay to Lessor an aggregate rental of not less than \$ _____, payable \$ _____ annually or \$ _____ semi-annually, said minimum rental having been determined by multiplying the number of acres contained herein by the sum of \$ _____ per acre per year.

4. Lessor reserves the right to remove from this lease, without the permission of Lessee, such amount of acreage as it may determine necessary for purposes other than grazing, and in which event, this lease shall be cancelled as to the area so designated by Lessor in writing to Lessee, and rent shall be prorated on the basis of the amount of acreage so taken for said purpose or purposes. Lessor reserves the right during the term of this lease to issue such permits or leases for the exploration and development of water sources on said premises as it may determine necessary and proper.

5. Lessee shall develop and carry out a sound conservation, range, and wildlife improvement program. This will include proper grazing use, a planned grazing system and other practices as listed in Exhibit B. Any type of brush management to be done by Lessee will have prior approval of the Manager of University Lands - Surface Interests.

The Lessor reserves the right to use Soil Conservation Service personnel and their field office technical guides (standards and specifications) for all range and wildlife conservation and/or ranch improvement programs or practices.

Also, the Lessor reserves the right to use the Texas Parks and Wildlife Department personnel and standards and specifications for all wildlife conservation and improvement programs or practices.

At any time during the term of this lease, if the Lessee does not in good faith undertake the range and wildlife conservation and/or ranch improvement programs or practices outlined in this lease and diligently pursue the same, the Lessor, at its option and after giving thirty (30) days written notice to Lessee, shall have the right to terminate this lease.

6. Lessee shall not make pasturage contracts to pasture livestock, other than his own, without written permission of the Manager of University Lands - Surface Interests. Lessee hereby covenants not to make any use of the premises or to permit the same to be used for any other purpose than that herein specified, and Lessee will not sell or carry away, or permit to be sold or carried away, from the premises, except from natural causes, any water, shrubs, rocks, sand, gravel, caliche, firewood, archeological artifacts, or other similar substance or material without first having obtained the written consent of Lessor. It is further understood that Lessee shall not disturb or destroy any archeological site.

7. Lessee shall furnish a sketch showing any improvements, their location and cost and any other information concerning said land or lease whenever requested so to do by Lessor. Lessee further agrees that he will keep all improvements on said premises in good condition. And Lessee further agrees that upon the termination of this Lease all improvements placed thereon, or that were thereon at the time of the execution of this lease, shall remain and become the property of Lessor. At the expiration of this lease, Lessee shall promptly and peaceably vacate the whole of said premises, removing all livestock of every character and description therefrom, and surrender possession of same to Lessor in its original condition, reasonable wear and tear alone excepted.

8. It is further agreed that this lease is made and accepted subject to any and all easements and rights-of-way on, over, or across said lands which have heretofore or which may hereafter be granted by Lessor.

9. It is agreed and understood by and between Lessor and Lessee that the land covered by this lease is subject to development and prospecting for oil, gas, or other minerals, and Lessee hereby waives any and all damages that may be occasioned or caused by reason of said exploration, development, or production of oil, gas or other minerals on said land, except excessive damages that may be caused to crops, improvements, or livestock. Lessor shall receive all payments for monetary damages required to be paid to the grazing Lessee pursuant to THE UNIVERSITY OF TEXAS LANDS SCHEDULE OF DAMAGES. Payments for excessive damage to grasses or crops or for loss or injury to livestock and improvements are to be paid directly to the grazing Lessee. It is further agreed and understood that where Lessee hereunder cannot agree with any

lessee under any oil and gas or other mineral lease or any permittee under any geophysical permit as to the amount of damages, if any, that may be sustained by Lessee hereunder, then Lessor shall have the right, without liability as to payment, to fix and determine such amount and when such amount is fully paid, the Lessee hereunder shall have no further claim against said oil and gas or other mineral lessee or geophysical permittee, the decision of Lessor hereunder in respect thereto being final as to all parties.

10. Lessee shall allow Lessor and its duly authorized representatives to permit its oil and gas and other mineral lessees and geophysical exploration and other permittees the right of ingress and egress over non-University land owned or controlled by Lessee adjacent to University land on which such oil and gas and other mineral lessees and other permittees are working; and in this connection the right is also reserved by Lessor to permit its oil and gas and other mineral lessees and other permittees to open, construct, and maintain roads, put in gates and cattle guards, and to cross the leased premises in order to get to and from other University land for any of the above purposes.

11. In the event Lessee shall fail to pay any of said installments of rent, as provided herein, when same shall become due, then such installment shall bear interest at the rate of ten percent (10%) per annum from the date when the same becomes due until paid; and should such failure or default in the payment of such installment or interest thereon continue for a period of sixty (60) days after said installment becomes due, then the whole of said rent for the entire term hereof shall thereupon, without demand or notice, become due and payable, and payment thereof may be enforced against Lessee. To secure the payment of said sum and of all sums due and to become due hereunder, Lessor shall have a first lien upon all the property of Lessee located upon said premises including, but not limited to, livestock of the Lessee; and if Lessor shall so elect, it shall have the right at its option to cancel and terminate this lease, and through its agents or representatives, to re-enter and take possession of said premises, without prejudice to any claim for arrears of rent, and without further notice of any kind to Lessee. Violation of any of the terms and conditions of this lease by the Lessee shall be grounds for the cancellation and termination by Lessor, at its option, but failure on the part of Lessor to exercise said option to cancel and terminate this lease shall not be construed as a waiver of Lessor's rights to cancel and terminate said lease for any subsequent violation of any of the terms and conditions hereof. Suit may be brought for the purpose of enforcing any of the provisions of this lease in any court of Travis County having jurisdiction of the subject matter.

12. Lessee agrees to indemnify and hold Lessor harmless from and against any claims of any character of all persons whomsoever which result directly or indirectly from the use by Lessee of the premises covered by this lease.

13. Transfer of the Lessee's interest in this lease, by operation of law or otherwise, shall be grounds for the Lessor, at its option, to cancel this lease. Lessee shall not assign this lease, either in whole or in part, without first obtaining the written consent of Lessor and paying the required assignment fees; but any attempt to assign this lease shall not operate in any manner to

discharge said Lessee from liability hereunder, should Lessor not elect to cancel. In the event that the written consent of Lessor is obtained, Lessor shall receive at least one-half of any and all bonuses for such assignment hereof. The term Lessee herein shall include the party or parties herein named as such, and any party to whom this lease may be transferred or assigned, with the written consent of Lessor.

14. Lessor does hereby reserve to itself all of the hunting rights pertaining to the leased premises; it being provided, however, that annually as of _____ Lessor shall establish: the number of each game species to be harvested for the coming year based on Texas Parks and Wildlife recommendations; the amount of consideration the Lessor shall receive for harvest rights. This sum shall be paid in semi-annual payments as of January 1st and July 1st. If Lessee refuses to accept hunting rights, Lessor shall have the right to lease such rights to any third party.

15. It is expressly understood and agreed that Lessor is in no way obligated to renew or extend the term of this lease; however, Lessee shall be given first preference in the renewal of this lease, provided that such renewal may be renegotiated as to terms and provisions thereof, at least ninety (90) days prior to the expiration hereof. Upon the failure to enter into such mutually satisfactory renewal of this lease as provided herein, this lease shall terminate on the expiration date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 19_____.

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By: _____

Vice Chancellor for Lands Management

LESSOR

LESSEE

Approved as to Form:

Approved as to Content:

University Attorney

Manager of University Lands - Surface Interests

THE STATE OF TEXAS 0
0
COUNTY OF TRAVIS 0

BEFORE ME, the undersigned authority, on this day personally appeared JAMES T. FITZPATRICK, Vice Chancellor for Lands Management of The University of Texas System, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act and deed of the Board of Regents of The University of Texas System and that he executed the same as the act and deed of such Board for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 19__.

Notary Public in and for Travis
County, Texas

THE STATE OF TEXAS 0
0
COUNTY OF 0

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 19__.

Notary Public in and for _____
County, Texas

- West Texas Lands - Surface Leasing Policies*
4. PUF - University Lands: Amendment of Damage Schedule and Program. -- Upon recommendation of the Manager of University Lands - Surface Interests, the Vice Chancellor for Lands Management, and Chancellor Walker, and without objection, the damage schedule and program for University Lands was amended effective August 1, 1979, to read as follows:

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THE UNIVERSITY OF TEXAS LANDS
DAMAGE SCHEDULE EFFECTIVE AUGUST 1, 1979

All monies received for damage to University Lands are to be used for the purposes of conservation, reclamation, and improvement of these lands; provided, however:

- a. Payment of the standard damage rates does not in any way limit the liability of a company or operator in an action at law for any damages caused by reason of acts of negligence.
- b. Compensation for acts of negligence, such as loss or injury to livestock or excessive grass damage, shall be paid directly to the grazing lessee.
- c. All damages on revegetated areas shall be twice the current standard rate schedule, one-half of which will be directly paid to the grazing lessee and the other one-half to The University of Texas System, acting as agent for the grazing lessee.

In the event of a disagreement between the grazing lessee and the company or operator, the Manager of University Lands - Surface Interests or his representative will arbitrate and fix damage payments.

All checks submitted to The University of Texas System for damages are to be made payable to "The University of Texas System." All damage payments should indicate county, section, block, and surface lease where damages were incurred.

All operators must notify both the Manager of University Lands - Surface Interests or his representative and grazing lessee before any operations begin.

No fences shall be cut or cattle guards installed without permission of the Manager of University Lands - Surface Interests or his representative.

All standard damage payments or correspondence concerning this schedule or policies shall be mailed to:

Mr. Billy Carr
Manager of University Lands -
Surface Interests
P.O. Box 553
Midland, Texas 79702

RATES

A. WELL LOCATIONS (As permitted by Railroad Commission)		
1.	15,000 feet or less (drilling depth)/ location	\$1,000.00
2.	In excess of 15,000 feet (drilling depth)/location	1,500.00
3.	Re-entry (no charge until expiration or release of lease, then rates shown under 1 and 2 are to be followed)	
THE ABOVE RATES INCLUDE SPACE FOR TANK BATTERIES		
4.	Skidding of rig/rod	5.00
5.	New road construction or use of existing ranch road/rod	2.50
B. PIPE LINE CONSTRUCTION (OD diameters)		
1.	Water and fuel lines used for drilling purposes/rod	1.00
2.	Unburied lines/rod (line relocation same rate)	1.50
3.	Lines under 12"/rod	2.50
4.	Lines 12" and under 36"/rod	4.00
5.	Lines 36" and over/rod	Negotiated
6.	Removal or replacement of buried lines/rod	1.50
C. POWER AND TELEPHONE LINE CONSTRUCTION		
1.	Single pole distribution/rod (33,000 volts maximum)	.50
2.	Single pole transmission/rod	.60
3.	Single pole telephone line construction/rod	.50
4.	Buried cables/rod	1.50
5.	H-frame/rod	1.25
6.	Steel tower/rod	2.50
7.	Removal or replacement of line/rod	.50
8.	Removal of buried cable/rod	1.00
D. MATERIAL SOURCE PERMITS and road access		
1.	Per pit entry and use of access road (Before caliche can be removed, permission must be obtained from the Manager of University Lands - Surface Interests or his representative and at his request pits must be levelled in an acceptable manner.)	300.00
2.	Opening of new pit and use of access road	500.00

E. GEOPHYSICAL OPERATIONS

Damage payments for geophysical operations shall be as follows: (Double through revegetated areas)

1.	Gravity meter and magnetometer survey operations per crew per day	\$ 100.00
2.	Single shot (reflection or refraction shooting) per shot hole	75.00
3.	Seismic weight-dropping, vibrators, dinoseis operations per mile	400.00
4.	Shooting crews per mile	450.00

DAMAGE PROGRAM

All monies received by The University of Texas System for damage to University Lands are to be used for the purposes of conservation, reclamation, and improvement of these lands.

In 1969, The University of Texas System started a damage program. In this program, The University of Texas System acts as agent for the grazing lessee and carries out the following functions:

1. collects damage payments for damages to each grazing lease
2. insures proper payment by matching damage checks with reports submitted by University Lands field representatives
3. maintains separate records for each lessee of damage payments received for damage to each grazing lease
4. keeps all damage monies for each lessee until approved ranch improvements and/or range conservation programs are made
5. reimburses each lessee, annually as of November 1st, for such approved ranch improvements and/or range conservation programs for which receipts have been furnished and damage monies are available for that lease and grazing lessee
6. notifies quarterly, each lessee the amount of damage money being held for each grazing lease
7. keeps records of ranch improvement and/or range conservation program expenses in excess of damage monies received for damage to a particular lease
8. pays for such expenses in the future should additional damage monies be received

The grazing lessee has the following responsibilities:

1. uses all damage monies received back on the land
2. notifies the University Lands - Surface Interests office of any errors in the accounting of damage monies

3. uses approved Soil Conservation Service ranch improvements and/or range conservation programs or such improvements or programs that are approved by the Manager of University Lands - Surface Interests or his representative
4. provides receipts of expenditures for all ranch improvements and/or range conservation programs to the Manager of University Lands - Surface Interests or his representative for which reimbursement with damage monies is expected.

Any earnings from the temporary investments of funds received for damage payments may be expended in connection with the University Lands conservation and land utilization programs as may be recommended by the Manager of University Lands - Surface Interests and approved by the Vice Chancellor for Lands Management.

- Easement*
5. PUF - University Lands Extension of Term of Existing Airport Surface Lease (No. 3750) with Reagan County Commissioners' Court. -- The term of an existing airport surface lease (No. 3750) with the Reagan County Commissioners' Court was extended from November 30, 1992 to December 4, 1998, with nominal cash consideration upon the recommendation of the Manager of University Lands - Surface Interests, the Vice Chancellor for Lands Management and Chancellor Waiker. Authorization was given for the Vice Chancellor for Lands Management to execute the extension agreement only after approval as to content by the Manager of University Lands - Surface Interests, and approval as to form by the Office of General Counsel. The lease covers 227.55 acres of land in Sections 6 and 7, Block 11, University Lands, Reagan County, Texas.

FILE NO. 1070
DOCUMENT
REMARKS

B. LAND MATTERS (Cont'd.)

6. Easements and Surface Leases Nos. 4865-4926, Material Source Permits Nos. 573-577 and Assignment of Easement No. 3729. --Applications for Easements and Surface Leases Nos. 4865-4926, Material Source Permits Nos. 573-577 and Assignment of Easement No. 3729 were approved. All had been approved as to content by the appropriate officials. Payment for each had been received in advance unless otherwise indicated, and each document is on the University's standard form and is at the standard rate adopted February 1, 1977:

a. Easements and Surface Leases Nos. 4865-4926

FILE NO. 1000
DOCUMENT
REMARKS

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4865	Amoco Production Company	Surface Lease Salt Water Disposal	Andrews	13	1 acre	3/1/79-* 2/28/80	\$1,500.00
4866	Hytech Energy Corporation	Surface Lease Pipe Yard	Reagan	11	200' x 200'	2/1/79-** 1/31/80	500.00
4867	Texas Electric Service Company (renewal of 2824)	Power Line	Andrews, Ector & Ward	5,9,11,35, 17,16,9,1 8 & 35	1,591.63 rds single pole	3/1/79- 2/28/89	1,591.63
4868	El Paso Natural Gas Company (renewal of 2913)	Pipe Line	Reagan	2	273.39 rds 4 1/2 inch	4/1/79- 3/31/89	683.48
4869	El Paso Natural Gas Company (renewal of 2907)	Pipe Line	Hudspeth	G,H,J, K & L	11,760.60 rds 30 inch	5/1/79- 4/30/89	41,162.10
4870	El Paso Natural Gas Company	Pipe Line	Terrell	34	477.58 rds 4 1/2 inch	2/1/79- 1/31/89	1,432.73
4871	Exxon Pipeline Company (renewal of 2885)	Pipe Line	Crockett	7	15.15 rds 4 1/2 inch	1/1/79- 12/31/88	150.00 (min)

*renewable from year to year, not to exceed a total of five (5) years.
**renewable from year to year, not to exceed a total of ten (10) years.

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Land Matters - Continued

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4872	Exxon Pipeline Company (renewal of 2886)	Pipe Line	Reagan & Crockett	11, 12 & 7	3,273.50 rds 8-5/8 inch	1/1/79- 12/31/88	\$ 8,183.75
4873	Exxon Pipeline Company (renewal of 2887)	Pipe Line	Reagan, Crockett	11, 12 & 7	3,273.50 rds 8-5/8 inch	1/1/79- 12/31/88	8,183.75
4874	Exxon Pipeline Company (renewal of 2888)	Pipe Line	Crane	30 & 31	3,163.64 rds 10-6/8 inch	1/1/79- 12/31/88	7,909.10
4875	Exxon Pipeline Company (renewal of 2889)	Pipe Line	Crane	31 & 30	3,163.64 rds 8-5/8 inch	1/1/79- 12/31/88	7,909.10
4876	Exxon Pipeline Company (renewal of 2890)	Pipe Line	Crane	31	3,163.64 rds 10-6/8 inch	1/1/79- 12/31/88	7,909.10
4877	Exxon Pipeline Company (renewal of 2891)	Pipe Line	Reagan	11	1,667.70 rds 10-6/8 inch	1/1/79- 12/31/88	4,169.25
4878	Exxon Pipeline Company (renewal of 2895)	Pipe Line	Reagan	11	1,388.78 rds 10-6/8 inch	1/1/79- 12/31/88	3,471.95
4879	Exxon Pipeline Company (renewal of 2897)	Pipe Line	Andrews	9	513.85 rds 4 1/2 inch	2/1/79- 1/31/89	1,284.63
4880	Exxon Pipeline Company (renewal of 2898)	Pipe Line	Andrews	9	265.40 rds 4 1/2 inch	2/1/79- 1/31/89	663.50
4881	Exxon Pipeline Company (renewal of 2900)	Pipe Line	Andrews	9	247.90 rds 4 1/2 inch	3/1/79- 2/28/89	619.75
4882	Exxon Pipeline Company (renewal of 2908)	Pipe Line	Reagan, Crockett	49, 48, 44, 45, 41 & 42	7,533.33 rds various size	1/1/79- 12/31/88	24,790.71

Land Matters - Continued

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4883	Natural Gas Pipeline Company of America (renewal of 2909)	Pipe Line	Ward	16 & 17	808.30 rds 10-3/4 inch	6/1/79- 5/31/89	\$ 2,020.75
4884	King Mountain Pipeline Company	Pipe Line	Crane	30	1,954.00 rds 8 inch	4/1/79- 3/31/89	5,862.00
4885	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	47	321.394 rds single pole	3/1/79- 2/28/89	321.94
4886	Southwest Texas Electric Cooperative, Inc.	Power Line	Irion	40	164.848 rds single pole	4/1/79- 3/31/89	164.85
4887	Southwest Texas Electric Cooperative, Inc.	Power Line	Reagan	49	42.424 rds single pole	2/1/79- 1/1/89	150.00 (min)
4888	Southwest Texas Electric Cooperative, Inc.	Power Line	Reagan	49 & 48	922.969 rds single pole	3/1/79- 2/28/89	922.97
4889	Basin, Inc.	Surface Lease Truck Yard	Reagan	11	200' x 200'	4/1/79- 3/31/80	500.00
4890	C. H. Poynor Construction Co. Inc. & D. D. Poynor Construction Co., Inc.	Surface Lease Yard site & oil field storage	Reagan	11	Approx. 5 1/2 acres	4/1/79- 3/31/80	2,200.00
4891	Gulf Oil Corporation	Surface Lease Tank battery site	Andrews	9	294' x 65'	3/1/79- 2/28/89	1,500.00 (full)
4892	Phillips Petroleum Company (renewal of 2837)	Pipe Line	Andrews	8 & 5	1,676.10 rds 2-3/8 inch	4/1/79- 3/31/89	4,190.25
4893	El Paso Natural Gas Company (renewal of 2791)	Pipe Line	Andrews	10 & 9	3,716.049 rds 8-5/8 inch	4/1/79- 3/31/89	9,290.12

*renewable from year to year, not to exceed a total of ten (10) years

Land Matters - Continued

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4894	El Paso Natural Gas Company (renewal of 2807)	Pipe Line	Andrews	1 & 9	27.031 rds 4½ inch	5/1/79- 4/30/89	\$ 150.00 (min)
4895	El Paso Natural Gas Company (renewal of 2854)	Pipe Line	Crane	31 & 30	2,577.33 rds 20 & 24 inch	5/1/79- 4/30/89	9,020.66
4896	El Paso Natural Gas Company (renewal of 2896)	Pipe Line	Andrews	9	5,515 rds 4½ inch	8/1/79- 7/31/89	150.00 (min)
4897	Amoco Production Company (renewal of 2865)	Power Line	Andrews	5	112.40 rds single pole	5/1/79- 4/30/89	150.00 (min)
4898	Southwest Texas Electric Cooperative, Inc.	Surface Lease Pole Yard	Reagan	11	Approx. .92 acre	4/1/79- 3/31/80	400.00
4899	Texas Electric Service Company (renewal of 2884)	Power Line	Andrews	3-7, 10, 13 & 14	2,138.42 rds single pole	5/1/79- 4/30/89	2,138.42
4900	Texas Electric Service Company (renewal of 2855 and 2922)	Power Line	Andrews, Crane	9,10,35 & 31	2,819.66 rds single pole	4/1/79- 3/31/89	2,819.66
4901	Gulf Oil Corporation	Pipe Line	Ward	18	249.15 rds 4 inch	4/1/79- 3/31/89	747.45
4902	Amoco Production Company (renewal of 3735)	Surface Lease Salt Water Disposal	Andrews	3	.92 acre	6/1/79- 5/31/80	1,000.00

*renewable from year to year, not to exceed a total of ten (10) years.
 **renewable from year to year, not to exceed a total of five (5) years.

Land Matters - Continued

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4903	Community Public Service Company (renewal of 2973)	Power Line	Winkler	21	274.97 rds single pole	8/1/79- 7/31/89	\$ 274.97
4904	Dorchester Gas Producing Company (renewal of 2979)	Pipe Line	Reagan	2	66.67 rds 3½ inch	8/1/79- 7/31/89	166.68
4905	El Paso Natural Gas Company	Pipe Line	Crockett	29,33	1,375.68 rds 6-5/8 inch	4/1/79- 3/31/89	4,127.04
4906	El Paso Natural Gas Company	Pipe Line	Crockett	33	373.33 rds 4½ inch	4/1/79- 3/31/89	1,119.99
4907	El Paso Natural Gas Company	Pipe Line	Upton	3	358.91 rds 4½ inch	4/1/79- 3/31/89	1,076.73
4908	El Paso Natural Gas Company (renewal of 2848)	Pipe Line	Crockett	29	303.545 rds 4½ inch	7/1/79- 6/30/89	758.86
4909	El Paso Natural Gas Company (renewal of 2864)	Pipe Line	Crockett	29	1,403.606 rds various size	7/1/79- 6/30/89	3,509.02
4910	El Paso Natural Gas Company (renewal of 2946)	Pipe Line	Reagan	2	11.64 rds 4½ inch	6/1/79- 5/31/89	150.00 (min)
4911	El Paso Natural Gas Company (renewal of 2966)	Pipe Line	Crockett	29	31.82 rds 4½ inch	7/1/79- 6/30/89	150.00 (min)
4912	El Paso Natural Gas Company (renewal of 2872)	Pipe Line	Terrell	37,34	3,112.291 rds 20 inch	8/1/79- 7/31/89	10,893.02
4913	El Paso Natural Gas Company (renewal of 3019)	Pipe Line	Reagan	58,11	466.68 rds various size	8/1/79- 8/31/89	1,166.70

Land Matters - Continued

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4914	El Paso Natural Gas Company (renewal of 2992)	Pipe Line	Upton	3	154.19 rds 4½ inch	9/1/79- 8/31/89	\$ 385.48
4915	El Paso Natural Gas Company (renewal of 2962)	Pipe Line	Andrews	1	70.303 rds 4½ inch 1.212 rds 2-5/8 inch	9/1/79- 8/31/89	178.79
4916	El Paso Natural Gas Company (renewal of 2852)	Pipe Line	Andrews	13	797.442 rds 8-5/8 inch	9/1/79- 8/31/89	1,993.61
4917	Fin-Tex Pipe Line Company (renewal of 2925)	Pipe Line	Ward	16	2,397.88 rds various size	7/1/79- 6/30/89	5,994.70
4918	Texas Salt Water Disposal Corporation (renewal of 2911 and 3373)	Surface Lease Oil Treatment Plant	Crane	35	4 acres	5/1/79- 4/30/89	1,500.00 (full)
4919	Cabot Corporation (renewal of 2919)	Pipe Line	Ward	16	57.20 rds 10 inch	6/1/79- 5/31/89	150.00 (min)
4920	Gulf Oil Corporation (renewal of 2961)	Pipe Line	Crane	31	354.53 rds various size	8/1/79- 5/31/89	1,052.99
4921	Gulf Refining Company (renewal of 2955)	Pipe Line	Crane	30	130.00 rds 2 & 4½ inch	8/1/79- 7/31/89	325.00
4922	Phillips Petroleum Company	Pipe Line	Andrews	10-12, 7, 6 & 14	2,018.70 rds various size	3/1/79- 2/28/89	6,056.10
4923	Phillips Petroleum Company	Pipe Line	Crane	31, 30	351.62 rds 4½ inch	3/1/79- 2/28/89	1,054.86

Land Matters - Continued

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
✓4924	Phillips Petroleum Company	Pipe Line	Crockett	5	37.30 rds 4½ inch	4/1/79- 3/31/89	\$ 150.00 (min)
✓4925	Phillips Petroleum Company	Pipe Line	Reagan	10 & 58	303.30 rds 4½ inch	3/1/79- 2/28/89	909.90
✓4926	Texaco Inc. (renewal of 3749)	Surface Lease Salt Water Disposal	Andrews	8	1 acre	6/1/79-* 5/31/80	1,000.00

*renewable from year to year, but not to exceed a total of five (5) years.

b. Material Source Permits Nos. 573 - 577

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 PERMIT
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No.	Grantee	County	Location	Quantity	Consideration
✓573	Jay Miller Construction Co.	Crane	Block 30	4644 cubic yards - caliche	\$1,625.40
✓574	Rogers Dirt Construction Company	Crane	Block 30	6534 cubic yards - caliche	2,286.90
✓575	Childs Corporation	Pecos	Block 28	428 cubic yards - caliche	150.00
✓576	C&O Services, Inc.	Andrews	Block 13	2901 cubic yards - caliche	1,015.35
✓577	Reece Albert, Inc.	Reagan	Block 11	396 cubic yards - caliche	150.00

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c. Assignment of Easement No. 3729

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 PERMIT
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No.	Assignor	Assignee	Type of Permit	County	Consideration
✓3729	Jim's Service Company	S&S Service Company	Surface Lease	Reagan	\$ 150.00

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II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin: Final Report on Bequest from Morton Brown Estate (Principal Added to Morton Brown, Nellie Lea Brown and Minelma Brown Lockwood Scholarship Fund in Drama). -- The following final report was received from the Administration with respect to the Morton Brown Estate:

Report

FILE NO. 155
DOCUMENT ---
REMARKS ---

"U. T. Austin has received the final distribution of the residuary estate of Morton Brown accepted by the Board of Regents for The University of Texas at Austin at its November 11, 1977 meeting (Permanent Minutes, Volume XXV, Page 865). The principal distribution of \$373,908.31 will be added to the Morton Brown, Nellie Lea Brown and Minelma Brown Lockwood Scholarship Fund in Drama at U. T. Austin with the income of \$28,770.65 to be used for scholarships.

"In addition to the residuary estate distribution, the University is the remainderman under the terms of a trust at Capital National Bank which is currently maintained for the benefit of Mr. Brown's sister, Minelma Brown Lockwood, during her lifetime. Total value of this trust is approximately \$150,000." *MS*

2. U. T. Austin: Acceptance of Bequest Under Will of James F. Hinton and Establishment of The James F. and Bernice M. Hinton Memorial Scholarship Fund. -- A bequest under the terms of the Will of James F. Hinton of approximately 33% of his remainder estate was accepted, and The James F. and Bernice M. Hinton Memorial Scholarship Fund was established at The University of Texas at Austin. Distributions to date for this fund amount to \$131,600 with at least one additional small amount yet to be received. Income from the fund will be used to award six annual Endowed Presidential Scholarships. A final report will be made upon receipt of the residue from the estate.

FILE NO. 100
DOCUMENT ---
REMARKS ---

3. Galveston Medical Branch: Jane W. and Roland K. Blumberg Fund Changed to Roland K. and Jane W. Blumberg Fund for Cystitis Research. -- Upon the recommendation of President Levin and Chancellor Walker and without objection, the request of Dr. and Mrs. Roland K. Blumberg to change the Jane W. and Roland K. Blumberg Fund at The University of Texas Medical Branch at Galveston to the Roland K. and Jane W. Blumberg Fund for Cystitis Research was approved. This fund, originally established in March 1975 (Permanent Minutes, Volume XXII, Page 2805) with a \$10,000 gift from Dr. and Mrs. Blumberg, was increased in December of 1975 to \$25,000, and now has a total of \$32,000 which includes an additional contribution of \$7,000 sent by the Blumbergs along with the request for the title change and designated use of the fund income.

Gifts Bequests & Estates
4-0
FILE NO. 100
DOCUMENT ---
REMARKS ---

4. Galveston Medical Branch: Acceptance of Gift and Establishment of The Gould Family Foundation Scholarship. --With gratitude, a gift of \$25,000 was accepted from the Gould Family Foundation, and The Gould Family Foundation Scholarship was established at The University of Texas Medical Branch at Galveston. The income from this scholarship will be awarded at the discretion of the Financial Aid Officer at the Medical Branch to a medical student from out of state who needs financial assistance to continue his course of study. Mub
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FILE NO. 1000
DOCUMENT ✓
REMARKS ---
5. Galveston Medical Branch: Acceptance of Gift of Land (.368 Acre Out of Block 604, City and County of Galveston, Texas) from The Sealy & Smith Foundation for John Sealy Hospital to be Used for New Swimming Pool Site. --With sincere appreciation for the Foundation's continuous generosity, a gift of .368 of an acre out of Block 604, City and County of Galveston, Texas, was accepted from The Sealy & Smith Foundation for John Sealy Hospital to be used for the new swimming pool site at The University of Texas Medical Branch at Galveston. 200
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DOCUMENT ✓
REMARKS ---
6. University Cancer Center (M. D. Anderson): Acceptance of Proceeds from Hattie E. Gaines Trust and Establishment of John Q. Gaines Foundation Fund for Cancer Research. --The proceeds of the Hattie E. Gaines Trust were accepted with gratitude, and the John Q. Gaines Foundation Fund for Cancer Research was established at The University of Texas System Cancer Center (M. D. Anderson) upon the recommendation of President LeMaistre and Chancellor Walker. Trust distributions of \$59,768.30 plus earnings through June 1, 1979, will bring the amount of this fund to in excess of \$70,000. Income from the fund will be used in the study of the causes and cure of cancer. Mub
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REMARKS ---

It was noted that this bequest was reported to the Board of Regents in March 1958 (Permanent Minutes, Volume V, Page 605). Mrs. Gaines died in 1958 leaving her residuary estate in trust at the Austin National Bank with one-half of the net income to be paid to her son, John, during his lifetime and the other one-half of the income to be paid to M. D. Anderson for use in the study of causes and cures of cancer.

7. University Cancer Center (M. D. Anderson): Acceptance of Bequest Under Will of Bud Johnson (Bud Johnson Estate for General Purposes). --Upon the recommendation of President LeMaistre and Chancellor Walker and with sincere appreciation, the bequest under the terms of the Will of Bud Johnson of his residuary estate was accepted for M. D. Anderson of The University of Texas System Cancer Center. The bequest fund will be entitled the "Bud Johnson Estate for General Purposes." The first and final distribution of this estate has been received in the form of \$43,823.89 cash and fee title to 434.58 acres of land valued at \$221,600, which is located about 14 miles southwest of Bastrop, Texas. Mub
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REMARKS ---

B. REAL ESTATE MATTERS

1. U. T. Austin - Balcones Research Center: Ground Lease for 1.865 Acre Site to National Bank of Commerce. -- Without objection, authorization was given to enter into a ground lease with the National Bank of Commerce for a site containing 81,202 square feet (approximately 1.865 acre) located north of Highway 183 at the Balcones Research Center of The University of Texas at Austin. The terms and conditions of the lease are:
- FILE NO. 400
DOCUMENT
REMARKS
- a. A net ground lease with the Lessee paying all costs, charges, etc.
 - b. A primary term of twenty years, with two ten-year renewal options.
 - c. Rental during the first five years of \$1,850 per month (\$22,200 annually).
 - d. The rental to be adjusted each five years during the primary and option terms, based on 10% of a new appraised value.
 - e. The University to have option at the termination of the lease to either take title to the improvements, or to have the improvements removed at the bank's expense.
 - f. The University to have approval authority over the exterior appearance of any improvements constructed on the site.
 - g. The Lessee cannot sublease the premises without the prior written consent of the University. Assignment to successors or related entities would be allowed upon prior notice to the University, but there would be no release of liability.
- Grazing Lease*
2. U. T. Austin - Archer M. Huntington Museum Fund: Renewal of Grazing Lease to Joe M. Robinson/Covering 1,857.41 Acres, S. C. Bundick League, Abstract No. 7, Galveston County, Texas (Previous Lease Covering 2,392.53 Acres). -- Upon the recommendation of Executive Director Lobb and Chancellor Walker, the Land and Investment Committee approved a grazing lease to Mr. Joe M. Robinson covering 1,857.41 acres in the S. C. Bundick League, Galveston County, Texas (previous lease covering 2,392.53 acres). This renewal lease is for a period of three years, effective May 15, 1979, at a rental of \$3,900 per year. The Lessor has the right to terminate the lease with respect to any acreage which is sold or leased for other than grazing purposes by giving Lessee thirty days' written notice. It was noted that 535.12 acres of the 2,392.53 acres previously leased to Mr. Robinson had been sold in 1978 to Gulf Coast Waste Disposal Authority and Malone Service Company.
- FILE NO. 1000
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REMARKS

3. U. T. Austin - Estate of Melvin J. Rieger: Authorization to Sell Real Property (Lot 20, Block 4, Post Oak Terrace, Bellaire, Harris County, Texas) to Mr. J. R. DeLay, Houston, Texas. -- Upon recommendation of Chancellor Walker and Executive Director Lobb, authorization was given to sell certain real property, Lot 20, Block 4, Post Oak Terrace, Bellaire, Harris County, Texas, out of the Melvin J. Rieger Estate held by The University of Texas at Austin to Mr. J. R. DeLay, Houston, Texas, for \$52,000. The terms of this sale are:

\$10,000 at closing to assume the existing mortgage loan with a principal balance of approximately \$12,000 and to execute a \$30,000 note payable in three annual installments of \$10,000 plus interest at 9%

III. OTHER MATTERS

Report on Securities Transactions for Permanent University Fund and Trust and Special Funds for Months of February and March 1979 and List of Additions and Transfers Made to Common Trust Fund Endowment Account on March 1, 1979. -- The Report of Securities Transactions for the Permanent University Fund and Trust and Special Funds for the months of February and March 1979, together with a list of the additions and transfers made to the Common Trust Fund endowment account on March 1, 1979, were mailed to each Regent by Secretary Thedford on May 3, 1979. No comments were received, and the report together with the list will be incorporated in the Minutes in the form submitted. (It will be Attachment No. 2 following Page HT-5 of Attachment No. 1.)

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

✓ Regent Fly, Vice-Chairman of the Board for Lease of University Lands, reported that the Board for Lease had met in a routine meeting on Monday, May 21, 1979. He commented that a Bill had been passed by the Legislature (Senate Bill No. 526) which removed the accounting of the University oil and gas revenues from the General Land Office to the U. T. Accounting Department. There were no specific plans made at the meeting for the next oil and gas lease sale.

COMMITTEE OF THE WHOLE
(Pages 90-105)

✓ Chairman Williams filed the following report of the meeting of the Committee of the Whole which was conducted in open session. The report was adopted without objection:

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART TWO: AMENDMENT TO CHAPTER VIII, SECTION 3 (MINOR REPAIRS, REMODELING AND IMPROVEMENTS OTHER THAN BUILDINGS). --Section 3 of Chapter VIII of Part Two of the Regents' Rules and Regulations was amended without objection to read as follows:

FILE NO.

DOCUMENT

REMARKS

- Sec. 3. Minor Repairs and Remodeling and Improvements Other than Buildings. --Minor repairs and remodeling of the physical plant and construction of improvements other than buildings involving proposed expenditures of less than \$80,000 per project shall be made under the supervision of the director of physical plant and the chief business officer at the component institutions, with the prior approval of the chief administrative officer provided that necessary funds have been approved through proper procedure, and provided, further, that no such repairs, remodeling or construction shall be made without the prior approval of the Vice Chancellor for Business Affairs where the proposed expenditure exceeds \$50,000.

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART TWO: AMENDMENT TO CHAPTER IX, SECTIONS 1.2, 1.3, 1.5 and 1.6 (AUTHORIZATIONS RE SALES, ASSIGNMENTS, CONVEYANCES, RECEIPT OF PROPERTY AND PROXIES). --Upon recommendation of Executive Director Lobb, Vice Chancellor Boyd and Chancellor Walker, and without objection, Sections 1.2, 1.3, 1.5 and 1.6 of Chapter IX of Part Two of the Regents' Rules and Regulations were amended to read as follows:

FILE NO.

DOCUMENT

REMARKS

- 1.2 Authority to Assign and Transfer Securities Held by the PUF and the Board. --The Chancellor, the Vice Chancellor for Business Affairs, the Executive Director for Investments and Trusts, the Trust Officer and the Real Estate Officer may each assign and transfer any and all securities of any description whatever, and execute any and all documents necessary to the consummation of any sale, assignment, or transfer of any securities registered in the name of the PUF or the Board, or in any other form of registration of such securities held for the account of the PUF or the Board in whatever manner, including all fiduciary capacities, and including those registered in the names of trusts or foundations managed and controlled by said Board.
- 1.3 Authority to Execute Instruments Relating to Land and Mineral Interests. --The Chairman of the Board, the Vice-Chairman, the Chancellor, the Vice Chancellor for Business Affairs, and the Vice Chancellor for Lands Management are each authorized to execute conveyances, deeds, surface and/or mineral leases, easements, rights-of-way, oil and gas division orders, and

transfer orders, geophysical and material source permits, water contracts, pooling and unitization agreements and any other instruments as may be necessary or appropriate from time to time, relating to the handling, management, control, and disposition of any real estate or mineral interests held or controlled by the Board as a part of the PUF or as a part of any trust or special fund, and with the Executive Director for Investments and Trusts authorized to sign such instruments relating to Trust and Special Fund lands.

1.5 Authority to Execute Proxies.--The Chancellor, or his delegate, the Vice Chancellor for Business Affairs, and the Executive Director for Investments and Trusts are each authorized to execute proxies within the approved investment policies.

1.6 Authority to Purchase, Sell and Transfer Book-Entry United States Government Securities.--The Chancellor, the Vice Chancellor for Business Affairs, the Executive Director for Investments and Trusts, or the Investment Officer of The University of Texas System may direct the Federal Reserve Bank to Purchase, Sell or Transfer any United States Government Securities in Book-Entry form for the Permanent University Fund of The University of Texas System and for the Board of Regents of The University of Texas System for Trust and Special Funds.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PER-
MANENT UNIVERSITY FUND BONDS, NEW SERIES 1979, \$21,000,000:
AUTHORIZATION TO ISSUE: APPOINTMENT OF VINSON & ELKINS,
HOUSTON, TEXAS, BOND COUNSEL; AND APPROPRIATION FOR
MISCELLANEOUS EXPENSES RELATING THERETO.--Upon the recom-
mendation of Executive Director for Investments and Trusts Lobb and
Chancellor Walker and without objection, authorization was given:

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REMARKS

1. To issue Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1979, in an amount up to \$21,000,000
2. To advertise for bids
 - a. for the sale of the bonds*
 - b. for the paying agency
 - c. for printing of the bonds
3. To appropriate \$30,000 to establish an account "Miscellaneous Costs - Permanent University Fund Bonds, New Series 1979" - for the purpose of paying bond counsel fees, printing of the bonds, postage and other costs of the issue, all to be paid out of bond proceeds

The firm of Vinson & Elkins, Houston, Texas, was named Bond Counsel.

*Officials of The Texas A&M University System plan also to issue Permanent University Fund Bonds. Hence, as in the past, we will coordinate our efforts with Texas A&M in these bond issues though the two institutions will meet separately.

BOARD OF REGENTS, SYSTEM ADMINISTRATION, U. T. ARLINGTON, U. T. AUSTIN, U. T. DALLAS AND U. T. EL PASO: AMENDED LIST OF THOSE AUTHORIZED TO NEGOTIATE, EXECUTE AND ADMINISTER CLASSIFIED GOVERNMENT CONTRACTS. --In order to bring up-to-date the list of officers cleared for access to classified material and to negotiate, execute and administer classified government contracts pursuant to the Security Agreement of The University of Texas System with the United States Department of Defense, the resolution adopted April 15, 1977, was amended to read as follows:

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REMARKS

BE IT RESOLVED:

- a. That those persons occupying the following positions among the officers of The University of Texas System shall be known as the Managerial Group as described in the Industrial Security Manual for Safeguarding Classified Information:
- E. D. Walker, Chancellor, Chief Executive Officer
 - Robert L. Anderson, Comptroller
 - Betty Anne Thedford, Secretary to the Board of Regents
 - A. J. Dusek, Director, Office of Sponsored Projects
The University of Texas at Austin; U. T. System
Security Supervisor
 - Wendell H. Nedderman, President, The University of
Texas at Arlington
 - Quinten Mathews, Assistant to the President, Director
of Sponsored Projects, and Security Officer,
U. T. Arlington
 - Lorene L. Rogers, President, The University of Texas
at Austin
 - H. Eldon Sutton, Vice President for Research
U. T. Austin
 - James H. Colvin, Vice President for Business Affairs
U. T. Austin
 - Bryce Jordan, President, The University of Texas
at Dallas
 - Arleigh B. Templeton, President, The University of
Texas at El Paso
 - Rodolfo Gomez, Director of Research and Graduate Dean,
and Security Officer, U. T. El Paso
- b. That the Chief Executive and the members of the Managerial Group have been processed, or will be processed, for a personnel clearance for access to classified information, as provided for in the aforementioned Industrial Security Manual and all replacements for such positions will be similarly processed for security clearance.
- c. That the said Managerial Group is hereby delegated all of the Board's duties and responsibilities pertaining to the protection of classified contracts of the Department of Defense or User Agencies of its Industrial Security Program awarded to the institutions of The University of Texas System.
- d. That the following named members of the Board of Regents shall not require, shall not have, and can be effectively excluded from access to all classified information in the possession of The University of Texas System and do not occupy positions that would enable them to affect adversely

the policies and practices of the institutions of The University of Texas System in the performance of classified contracts for the Department of Defense, or User Agencies of its Industrial Security Program, awarded to institutions of The University of Texas System, and need not be processed for a personnel clearance:

Members of the Board of Regents

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

U. T. AUSTIN: PROFESSOR STEPHEN P. MAGEE, DEPARTMENT OF FINANCE, TO SERVE ON DEPARTMENT OF COMMERCE ECONOMIC ADVISORY BOARD FOR PERIOD ENDING DECEMBER 31, 1981. -- Approval was given upon the recommendation of President Rogers and Chancellor Walker for Professor Stephen P. Magee, Department of Finance, The University of Texas at Austin, to serve on the Department of Commerce Economic Advisory Board for a period ending December 31, 1981. Service on this Advisory Board does not provide remunerations or compensation except for travel expenses.

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DOCUMENT ---
REMARKS ---

The Board of Regents considers that Professor Magee's service on this Board is of benefit to the State of Texas and that there is no conflict with his duties at the University. [Applicable Regents' Rules, Part One Chapter III, Sections 13. (10) and 13. (11)]

U. T. AUSTIN: APPROVAL OF LEAVE OF ABSENCE (1979-80 ACADEMIC YEAR) WITHOUT PAY FOR PROFESSOR F. RAY MARSHALL, DEPARTMENT OF ECONOMICS, IN ORDER THAT HE MAY CONTINUE SERVICE AS SECRETARY OF LABOR. -- Upon the recommendation of President Rogers and Chancellor Walker and without objection, Professor F. Ray Marshall, Department of Economics, The University of Texas at Austin, was granted a third consecutive leave of absence for the academic year 1979-80 so that he may continue his service as Secretary of Labor. Professor Marshall has been on leave of absence since the 1977-78 school year.

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DOCUMENT ---
REMARKS ---

Professor Marshall's continued service as Secretary of Labor reflects credit upon the University, and his experience in public service will be of value to the University when he returns to his faculty duties. This third consecutive leave of absence is granted in accordance with Section 16.4, Chapter III, Part One of the Regents' Rules and Regulations.

U. T. AUSTIN: APPROVAL OF CONTRACT WITH DR. ROBERT P. POPOVICH REGARDING DIVISION OF INTEREST IN PROCEEDS FROM DEVELOPMENT OF DR. POPOVICH'S INVENTIONS IN FIELD OF PERITONEAL DIALYSIS (PATENT). -- Upon recommendation of President Rogers and Chancellor Walker and without objection, the following contract (Pages 94-100) between Dr. Robert P. Popovich, Associate Professor of Chemical Engineering and Biomedical Engineering, The University of Texas at Austin, was approved. This contract provides

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REMARKS ---

for payment to the U. T. System of 20% of any and all royalties and payments that Dr. Popovich may receive for the invention of "Method and Apparatus for Continuous Ambulatory Peritoneal Dialysis" and for all future inventions that he may discover in the field of peritoneal dialysis.

The Chairman of the Board of Regents was authorized to sign the contract with Dr. Popovich together with Appendix "A" thereto (letter to Baxter Travenol Laboratories, Inc., Deerfield, Illinois).

CONTRACT

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS CONTRACT, between DR. ROBERT P. POPOVICH, an employee of The University of Texas at Austin, residing at 2928 Kassarine Pass, Austin, Texas 78704 (hereinafter referred to as "Inventor") and THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, 201 West 7th Street, Austin, Texas 78701 (hereinafter referred to as "Board");

W I T N E S S E T H :

WHEREAS, Inventor is, and at all pertinent times has been, a full-time Associate Professor of Chemical Engineering and Biomedical Engineering at The University of Texas at Austin, subject to the Rules and Regulations of the Board and particularly the Patent Policy and Consultant Policy contained therein; and

WHEREAS, during the time that Inventor was engaged in consultant work with the Austin Diagnostic Clinic, as duly authorized and approved in accordance with the Rules and Regulations of Board, Inventor, in conjunction with others, conceived and reduced to practice a certain procedure and process known as "Continuous Ambulatory Peritoneal Dialysis"; and

WHEREAS, Inventor filed an Application for Letters Patent Serial No. 773,912 with the United States Patent Office on March 3, 1977, entitled "Method and Apparatus for Continuous Ambulatory Peritoneal Dialysis," and on July 7, 1977, entered into a Joint Development Agreement with Dr. Jack W. Moncrief, Dr. Karl D. Nolph, and Ray E. Snyder, which Agreement was amended on January 11, 1978, and provides for the cooperative and joint development of the

clinical adaptation of the procedure and process described in the aforesaid Application for Letters Patent filed by Inventor; and

WHEREAS, Inventor has entered into a Consulting and Option Contract and a Patent License Agreement with Travenol Laboratories, Inc., relating to Inventor's work in the field of peritoneal dialysis and under the terms of which Travenol is granted certain license rights with regard to Inventor's interest in Application for Letters Patent No. 773,912, and further granted the option to acquire license agreements with regard to any other developments or discoveries made or conceived by Inventor pertaining to peritoneal dialysis; and

WHEREAS, Inventor, as a condition of the aforesaid agreements with Travenol Laboratories, Inc., is required to negotiate and obtain a disclaimer by Board of any right, title, or interest in or to any patentable or unpatentable inventions, discoveries, or ideas in the field of peritoneal dialysis conceived or reduced to practice by Inventor and included within the scope of Inventor's agreements with Travenol Laboratories, Inc.; and

WHEREAS, by reason of the fact that certain of Inventor's discoveries, ideas, or inventions in the field of peritoneal dialysis have been or will be conceived and reduced to practice by Inventor while engaged in consultant activities outside of Inventor's employment with The University of Texas at Austin, the interest of the Board in any discovery, idea, or invention conceived and reduced to practice by Inventor in the field of peritoneal dialysis is uncertain, the Board is willing to disclaim any right, title, or interest with respect thereto, and in consideration of such disclaimer, Inventor agrees to assign to Board a Twenty Percent (20%) interest in any and all royalties, license fees, or payments received or to be received by Inventor as a result of inventions, ideas, or discoveries conceived and reduced to practice by Inventor in the field of peritoneal dialysis either solely or in conjunction with others;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Board hereby assigns to Inventor whatever right, title, or interest it may have in any patentable or unpatentable inventions, discoveries, or ideas resulting from Inventor's work in the field of peritoneal dialysis and agrees to execute a letter of disclaimer to Baxter Travenol Laboratories, Inc., in the form attached as Appendix A;

2. For and in consideration of Board's assignment to Inventor and Board's execution of said disclaimer letter to Baxter Travenol, Inventor agrees to execute an assignment in the form and content attached hereto as Appendix B transferring to Board a Twenty Percent (20%) interest of Inventor in those royalties and payments described therein;

3. Inventor agrees to pay to Board such sums as are due or that may become due under the terms of this Contract and the aforesaid assignment executed by Inventor, at the Office of the Chancellor of The University of Texas System, 601 Colorado Street, Austin, Texas 78701, within thirty (30) days after each calendar quarter ending on March 31, June 30, September 30, and December 31 of each year. Each payment shall be accompanied by a report listing the amount of all payments of whatsoever kind or source received or owing to Inventor as a result of the promotion, manufacture, use, or sale of any and all products, apparatus, processes, or licenses to which the assignment executed by Inventor to Board applies;

4. Inventor agrees to maintain such books and records as are necessary to establish the accuracy of the reports required under Paragraph 3. Such books and records shall be made available during regular business hours, upon reasonable notice and request, to the Comptroller of The University of Texas System, or to an independent accountant designated and paid by Board, for the purpose of determining the accuracy of the report submitted pursuant to Paragraph 3;

5. The terms of this Contract and all letters, assignments, and agreements executed by Inventor or Board as required by this

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Baxter Travenol Laboratories, Inc.
One Baxter Parkway
Deerfield, Illinois 60015

Attention: Mr. Thomas R. Schuman

Gentlemen:

Re: Dr. Robert P. Popovich--Peritoneal Dialysis

The Board of Regents of The University of Texas System is aware of the Consulting and Option Contract that its employee Dr. Robert P. Popovich has entered into with Baxter Travenol Laboratories, Inc.'s, subsidiary, Travenol Laboratories, Inc. The Board of Regents of The University of Texas System is also aware of a patent license agreement that Dr. Popovich has entered into with Baxter Travenol Laboratories, Inc., relating to Dr. Popovich's United States patent application Serial No. 773,912 entitled "Method and Apparatus for Continuous Ambulatory Peritoneal Dialysis." The Board of Regents of The University of Texas System is also aware of the possibility that in the future Dr. Popovich may enter into one or more patent license agreements with Baxter Travenol Laboratories, Inc., regarding his work in the field of peritoneal dialysis.

Your request for a disclaimer from The Board of Regents of The University of Texas System to any right, title, or interest in or to any patentable or unpatentable inventions, discoveries, or ideas conceived by Dr. Popovich and relating to peritoneal dialysis has been transmitted to us by Dr. Popovich. Pursuant to a contractual agreement between the Board of Regents and Dr. Popovich, the Board has assigned to Dr. Popovich "whatever right, title, or interest it may have in any patentable or unpatentable inventions, discoveries, or ideas resulting from Inventor's [Dr. Popovich] work in the field of peritoneal dialysis." In return, Dr. Popovich has executed an Assignment to the Board of Regents of a percentage of any royalties or payments that Dr. Popovich receives as a result of his inventions, discoveries, or ideas in the field of peritoneal dialysis. (See attached Assignment). Therefore, the Board of Regents of The University of Texas System hereby disclaims any right, title, or interest in or to any patentable or unpatentable inventions, discoveries, or ideas conceived or reduced to practice by Dr. Robert P. Popovich in the field of peritoneal dialysis, except to the extent that the Board of Regents is entitled to a percentage of the royalties or payments received by Dr. Popovich as a result of same under the aforesaid Assignment executed in favor of the Board by Dr. Popovich.

Very truly yours,

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

by

Dan C. Williams, Chairman

Attachment

ASSIGNMENT

FOR AND IN CONSIDERATION of the mutual promises expressed in that certain Contract between ROBERT P. POPOVICH (hereinafter referred to as "Assignor") and THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter referred to as "Board") relating to Assignor's interest in certain products and processes in the field of Peritoneal Dialysis, Assignor does hereby BARGAIN, SELL, ASSIGN, and TRANSFER to Board Twenty Percent (20%) of any and all royalties and payments that are now due or may hereafter become due to Assignor from the following:

1. the promotion, manufacture, use, or sale of any and all products, apparatus, and processes embodied in that certain Application for Letters Patent Serial No. 773,912, entitled "Method and Apparatus for Continuous Ambulatory Peritoneal Dialysis," filed by Assignor with the United States Patent Office on March 3, 1977; and
2. the promotion, manufacture, use, or sale of any and all products, apparatus, and processes in the field of Peritoneal Dialysis; and
3. any Joint Development Agreements or any Consulting and License Agreements relating to Peritoneal Dialysis.

It is expressly understood and agreed by the Assignor and the Board that the Assignment provided for herein excludes the first One Thousand Dollars (\$1,000.00) per month of any consultant fee that Assignor may receive from Baxter Travenol Laboratories, Inc., or its subsidiary Travenol Laboratories, Inc.

To the extent of the 20% interest hereby assigned to Board, Assignor hereby irrevocably constitutes and appoints said Board the true and lawful attorney of Assignor, to demand, receive, and enforce payments and to give receipts, releases, and satisfactions, either in the name of Assignor or in the name of Board, in the same manner and with the same effect as Assignor could do if this Assignment had not been made.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 24 day of April, A.D. 1979.


ROBERT P. POPOVICH

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT P. POPOVICH, known to me to be the person whose name is subscribed to the foregoing instrument, and after being duly sworn acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of April, A.D. 1979.


Notary Public in and for
Travis County, Texas

My commission expires:

11-30-80

U. T. AUSTIN: PRIOR APPROVAL OF PATENT PROVISION IN AGREEMENT WITH TEXAS INSTRUMENTS, INC. (REGENTS' RULES AND REGULATIONS, PART TWO, CHAPTER V, SECTION 2.4). -- Upon the recommendation of President Rogers and Chancellor Walker, approval was given to the patent provision in a proposed agreement between The University of Texas at Austin and Texas Instruments, Inc., wherein Texas Instruments will finance research on Millimeter Wave Transmission Communications Systems. The patent provision in this proposed agreement provides that Texas Instruments, Inc., will receive a non-exclusive royalty free, irrevocable license under any and all patents developed during the course of the work, and will have the right to file patent applications in any country in which U. T. Austin elects not to file.

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FILE NO. CC
DOCUMENT 1
REMARKS 1

The patent provision of this proposed agreement is consistent with the Regents' Rules and Regulations, Part Two, Chapter V, Section 2.4. A copy of the agreement, if executed, will be reported in the Chancellor's Docket at a subsequent meeting.

R+R - Outside Employment
DALLAS HEALTH SCIENCE CENTER: APPROVAL FOR DR. GEORGE J. RACE TO ACCEPT APPOINTMENT AS GOVERNOR'S SPECIAL ADVISOR ON HUMAN AND ANIMAL DISEASE CONTROL PROGRAMS. --

Upon the recommendation of President Sprague and Chancellor Walker, approval was given for Dr. George J. Race, Associate Dean for Continuing Education of The University of Texas Health Science Center at Dallas, to accept an appointment as the Governor's Special Advisor on Human and Animal Disease Control Programs.

FILE NO. B
DOCUMENT 1
REMARKS 1

Dr. Race's expertise as a pathologist is of benefit to the Dallas Health Science Center and the State of Texas, and there is no conflict between his serving as the Governor's Special Advisor on Human and Animal Disease Control Programs and his association at the Dallas Health Science Center. (Applicable Regents' Rules, Part One, Chapter III, Section 13)

R+R - Outside Employment
GALVESTON MEDICAL BRANCH: APPROVAL FOR MARVIN S. LEGATOR, Ph. D., TO SERVE AS CONSULTANT TO OFFICE OF TECHNOLOGY ASSESSMENT, U. S. CONGRESS, AND ENVIRONMENTAL PROTECTION AGENCY, WASHINGTON, D. C. -- Upon the recommendation of President Levin and Chancellor Walker, approval was given for Marvin S. Legator, Ph. D., Professor, Departments of Preventive Medicine and Community Health and Human Biological Chemistry and Genetics, to serve as a consultant to the Office of Technology Assessment; United States Congress, Washington, D. C. and the Environmental Protection Agency, Washington, D. C. These two consultant appointments will require a total of twelve days per year with approximately \$3,000 annual income to be realized.

FILE NO. B
DOCUMENT 1
REMARKS 1

Dr. Legator's continued association with these programs is of benefit to the Galveston Medical Branch, the State of Texas, and the nation and will not detract from his duties at the Galveston Medical Branch. (Applicable Regents' Rules, Part One, Chapter III, Section 13)

GALVESTON MEDICAL BRANCH: ACCEPTANCE OF \$8,000,000 GIFT FROM THE SEALY & SMITH FOUNDATION TOWARD CONSTRUCTION OF AMBULATORY CARE CENTER AND ADOPTION OF RESOLUTION OF APPRECIATION AND GRATITUDE FOR THE FOUNDATION'S CONTINUING INTEREST. -- A pledge of \$8,000,000 was accepted from The

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FILE NO. 444
DOCUMENT 1
REMARKS 1

Sealy & Smith Foundation toward the construction of the new Ambulatory Care Center at The University of Texas Medical Branch at Galveston, and appreciation was extended to the Foundation through the adoption of the following resolution by unanimous vote:

BE IT RESOLVED by the Board of Regents of The University of Texas System, That lasting appreciation and gratitude be expressed to The Sealy & Smith Foundation - for this gift, for past generousities, and for the Foundation's continuing interest in supporting The University of Texas Medical Branch at Galveston.

DEVELOPMENT MATTERS

U. T. AUSTIN - MARINE SCIENCE INSTITUTE ADVISORY COUNCIL:
MEMBERSHIP. -- On February 9, 1979, the Board of Regents approved an additional nominee to serve on the Marine Science Institute Advisory Council at The University of Texas at Austin. This nominee's acceptance has been received and the complete membership is listed below with the new appointee indicated by a single asterisk. The authorized membership of this advisory council is 35:

	<u>Term Expires</u>	REMARKS
Mrs. John B. Armstrong, Kingsville	1980	
Mr. Perry R. Bass, Fort Worth	1980	
Mr. William H. Bauer, La Ward	1981	
Mr. Albert M. Biedenharn, Jr., San Antonio	1979	
Mr. Cecil E. Burney, Corpus Christi	1979	
Mr. Charles C. Butt, Corpus Christi	1981	
Mr. Louis Castelli, Dallas	1980	
Mr. James H. Clement, Kingsville	1981	
Mr. Leroy G. Denman, San Antonio	1980	
Mr. Robert M. Duffey, Jr., Brownsville	1979	
Dr. Enio Feliciotti, Englewood Cliffs, New Jersey	1979	
Mrs. Jane Flato, Corpus Christi	1981	
Mr. Hugh Half, Jr., San Antonio	1979	
Mr. Edward H. Harte, Corpus Christi	1980	
Mr. Hayden W. Head, Corpus Christi	1979	
Mr. Paul K. Herder, San Antonio	1979	
Mr. George C. Hixon, San Antonio	1980	
Mr. John C. Holmgreen, San Antonio	1980	
Mr. D. Michael Hughes, Houston	1979	
Mrs. Lyndon B. Johnson, Stonewall	1979	
Mr. Richard P. Keeton, Houston	1980	
Mr. Harris L. Kempner, Jr., Galveston	1981	
Mrs. Mary Lewis Kleberg, Kingsville	1979	
Mrs. Walter W. McAllister, Jr., San Antonio	1980	
Mr. Frank W. McBee, Austin	1980	
Mr. William Negley, San Antonio	1981	
Mr. V. F. Neuhaus, Mission	1981	
Mr. A. Chauncey Newlin, New York, New York	1981	
*Mr. Arthur A. Seeligson, Jr., San Antonio	1980	
Mr. James C. Storm, Corpus Christi	1981	
Mr. Ben F. Vaughan, Jr., Corpus Christi	1981	
Mr. Don E. Weber, Corpus Christi	1980	
Mr. M. Harvey Weil, Corpus Christi	1979	
Mr. Gale White, Weimar	1981	
Mr. Charles Worthen, Galveston	1979	

FILE NO.

DOCUMENT

REMARKS

U. T. AUSTIN: ARTS AND SCIENCES FOUNDATION ADVISORY COUNCIL (HUMANITIES, NATURAL SCIENCES, SOCIAL AND BEHAVIORAL SCIENCES, GENERAL AND COMPARATIVE STUDIES) - DISSOLVED AND REPLACED WITH SINGLE ADVISORY COUNCIL. --The recommendation of President Rogers and Chancellor Walker to dissolve the Advisory Council for the College of Humanities, the Advisory Council for the College of Natural Sciences, the Advisory Council for the College of Social and Behavioral Sciences and the Advisory Council for the Division of General and Comparative Studies (Arts and Sciences Foundation Advisory Council) at The University of Texas at Austin and replace same with a single Advisory Council for the Arts and Sciences Foundation composed of thirty-six members was approved without objection.

FILE NO. 11
DOCUMENT 11
REMARKS 11

U. T. DALLAS: ESTABLISHMENT OF ADVISORY COUNCIL FOR SCHOOL OF SOCIAL SCIENCES. --Upon recommendation of President Jordan and Chancellor Walker, an Advisory Council for the School of Social Sciences was established at The University of Texas at Dallas. This council will enhance the private fund development capabilities of this School. It will assist the School to identify important societal issues, design workshops, place interns and graduates and develop research possibilities.

FILE NO. 12
DOCUMENT 12
REMARKS 12

INSTITUTE OF TEXAN CULTURES: ADVISORY COUNCIL REDESIGNATED AS A DEVELOPMENT BOARD. --In accordance with the recommendation of Executive Director Maguire and Chancellor Walker, the Institute of Texan Cultures Advisory Council at The University of Texas Institute of Texan Cultures at San Antonio was redesignated as the Institute of Texan Cultures Development Board.

FILE NO. 23
DOCUMENT 23
REMARKS 23

U. T. SYSTEM: NOMINEES TO DEVELOPMENT BOARDS AND ADVISORY COUNCILS - *Clipping*

U. T. ARLINGTON: DEVELOPMENT BOARD, GRADUATE SCHOOL OF SOCIAL WORK, COLLEGE OF BUSINESS ADMINISTRATION, AND SCHOOL OF NURSING ADVISORY COUNCILS;

U. T. AUSTIN: DEVELOPMENT BOARD, SCHOOL OF ARCHITECTURE FOUNDATION, ARTS AND SCIENCES FOUNDATION, COLLEGE OF BUSINESS ADMINISTRATION FOUNDATION, COLLEGE OF COMMUNICATION FOUNDATION, COLLEGE OF EDUCATION FOUNDATION, COLLEGE OF ENGINEERING FOUNDATION, COLLEGE OF FINE ARTS FOUNDATION, GEOLOGY FOUNDATION, GRADUATE SCHOOL FOUNDATION, GRADUATE SCHOOL OF LIBRARY SCIENCE FOUNDATION, PHARMACEUTICAL FOUNDATION, SCHOOL OF SOCIAL WORK FOUNDATION, MCDONALD OBSERVATORY, SCHOOL OF NURSING AND MARINE SCIENCE INSTITUTE ADVISORY COUNCILS;

FILE NO. 0
DOCUMENT 0
REMARKS 0

U. T. DALLAS: DEVELOPMENT BOARD, SCHOOL OF MANAGEMENT AND ADMINISTRATION, CALLIER CENTER FOR COMMUNICATION DISORDERS, GENERAL STUDIES, ARTS AND HUMANITIES AND SCHOOL OF SOCIAL SCIENCES ADVISORY COUNCILS;

U. T. EL PASO: DEVELOPMENT BOARD;

U. T. PERMIAN BASIN: DEVELOPMENT BOARD;

U. T. SAN ANTONIO: DEVELOPMENT BOARD AND COLLEGE OF BUSINESS ADVISORY COUNCIL;

DALLAS HEALTH SCIENCE CENTER: DEVELOPMENT BOARD;

GALVESTON MEDICAL BRANCH: DEVELOPMENT BOARD;

HOUSTON HEALTH SCIENCE CENTER: DEVELOPMENT BOARD;

SAN ANTONIO HEALTH SCIENCE CENTER: DEVELOPMENT BOARD;

UNIVERSITY CANCER CENTER: BOARD OF VISITORS OF UNIVERSITY
 CANCER FOUNDATION;
 TYLER HEALTH CENTER: DEVELOPMENT BOARD AND
 INSTITUTE OF TEXAN CULTURES: DEVELOPMENT BOARD. -- On the
 following development boards and advisory councils, nominees were des-
 ignated for the present vacancies and for those occurring on August 31, 1979.
 The names of those accepting together with the authorized membership of
 each organization will be reported to the Board of Regents at a subsequent
 meeting:

1. The University of Texas at Arlington
 - (1) Development Board
 - (2) Graduate School of Social Work Advisory Council
 - (3) College of Business Administration Advisory Council
 - (4) School of Nursing Advisory Council

FILE NO. 10
DOCUMENT _____
REMARKS _____
2. The University of Texas at Austin
 - (1) Development Board
 - (2) School of Architecture Foundation Advisory Council
 - (3) Arts and Sciences Foundation Advisory Council
 - (4) College of Business Administration Foundation Advisory Council
 - (5) College of Communication Foundation Advisory Council
 - (6) College of Education Foundation Advisory Council
 - (7) College of Engineering Foundation Advisory Council
 - (8) College of Fine Arts Foundation Advisory Council
 - (9) Geology Foundation Advisory Council
 - (10) Graduate School Foundation Advisory Council
 - (11) Graduate School of Library Science Foundation Advisory Council
 - (12) Pharmaceutical Foundation Advisory Council
 - (13) School of Social Work Foundation Advisory Council
 - (14) McDonald Observatory Advisory Council
 - (15) School of Nursing Advisory Council
 - (16) Marine Science Institute Advisory Council

FILE NO. 11
DOCUMENT _____
REMARKS _____
3. The University of Texas at Dallas
 - (1) Development Board
 - (2) Advisory Council for the School of Management and Administration
 - (3) Advisory Council for the Callier Center for Communication Disorders
 - (4) Advisory Council for General Studies
 - (5) Advisory Council for Arts and Humanities
 - (6) Advisory Council for the School of Social Sciences

FILE NO. 12
DOCUMENT _____
REMARKS _____
4. The University of Texas at El Paso
 - Development Board

FILE NO. 13
DOCUMENT _____
REMARKS _____
5. The University of Texas of the Permian Basin
 - Development Board

FILE NO. 14
DOCUMENT _____
REMARKS _____
6. The University of Texas at San Antonio
 - (1) Development Board
 - (2) College of Business Advisory Council

FILE NO. 15
DOCUMENT _____
REMARKS _____

- | | | |
|-----|---|---|
| 7. | <u>The University of Texas Health Science Center at Dallas</u>
Development Board | FILE NO. <u>16</u>
DOCUMENT <u> </u>
REMARKS <u> </u> |
| 8. | <u>The University of Texas Medical Branch at Galveston</u>
Development Board | FILE NO. <u>17</u>
DOCUMENT <u> </u>
REMARKS <u> </u> |
| 9. | <u>The University of Texas Health Science Center at Houston</u>
Development Board | FILE NO. <u>18</u>
DOCUMENT <u> </u>
REMARKS <u> </u> |
| 10. | <u>The University of Texas Health Science Center at San Antonio</u>
Development Board | FILE NO. <u>19</u>
DOCUMENT <u> </u>
REMARKS <u> </u> |
| 11. | <u>The University of Texas System Cancer Center</u>
University Cancer Foundation Board of Visitors | FILE NO. <u>20</u>
DOCUMENT <u> </u>
REMARKS <u> </u> |
| 12. | <u>The University of Texas Health Center at Tyler</u>
Development Board | FILE NO. <u>22</u>
DOCUMENT <u> </u>
REMARKS <u> </u> |
| 13. | <u>The University of Texas Institute of Texan Cultures at San Antonio</u>
Development Board | FILE NO. <u>23</u>
DOCUMENT <u> </u>
REMARKS <u> </u> |

SCHEDULED MEETINGS. --In addition to the meetings previously scheduled by the Board of Regents, a meeting was scheduled for December 6 and 7, 1979, in Austin. The complete schedule of meetings is set out below:

July 25-26, 1979, to be held at U. T. San Antonio
 October 11-12, 1979, to be held at the Dallas Health Science Center
 December 6-7, 1979, to be held in Austin

FILE NO. Meetings
 DOCUMENT
 REMARKS

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
(Pages 106 - 114)

In accordance with Vernon's Texas Civil Statutes, Article 6252-17, Sections 2(e), (f) and (g), the Committee of the Whole had met in Executive Session in Room 105 of the College of Nursing, U. T. El Paso, immediately following the Open Session of the Committee of the Whole. Williams presented for consideration the items which had been discussed in Executive Session:

Exempt Session
FILE NO. _____
DOCUMENT _____
REMARKS _____

U. T. AUSTIN (MARINE SCIENCE INSTITUTE): AUTHORIZATION TO ACQUIRE BY PURCHASE OR CONDEMNATION, IF NECESSARY, PROPERTY IN PORT ARANSAS, NUECES COUNTY, TEXAS, KNOWN AS WILSON'S COTTAGES (LOTS 34, 35, 36, 37 AND 50, BRUMLEY ADDITION). -- Upon recommendation of President Rogers and Chancellor Walker and without objection, authority was given to acquire by purchase or condemnation, if necessary, property in Port Aransas, Nueces County, Texas, known as Wilson's Cottages. This property, described as all of Lots 34, 35, 36, 37 and 50, Brumley Addition, an addition to the City of Port Aransas, Nueces County, Texas, is to be used for housing for graduate students and visiting faculty at the Marine Science Institute of The University of Texas at Austin. The estimated land area contained in the site is 28,436 square feet; a main house and five cottages are located on the property.

Lead Acquisition

FILE NO. 400
DOCUMENT _____
REMARKS _____

U. T. AUSTIN: AMENDMENT TO AGREEMENT WITH CITY OF AUSTIN DATED DECEMBER 13, 1973, RELATING TO RELOCATION OF RED RIVER STREET. -- Approval, without objection, was given to amend the December 13, 1973, agreement between The University of Texas System and the City of Austin with respect to the relocation of Red River Street. The Chairman of the Board of Regents was authorized to execute such Amendment to Agreement as set out on Pages 106-112, and Chancellor Walker was authorized to transmit same to the City Council of the City of Austin for consideration and adoption:

FILE NO. 400
DOCUMENT _____
REMARKS _____

THE STATE OF TEXAS I
 I
COUNTY OF TRAVIS I AMENDMENT TO AGREEMENT

This Amendment to Agreement, entered into the _____ day of _____, A.D. 1979, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter called "University," and the CITY OF AUSTIN, hereinafter called "City";

W I T N E S S E T H:

WHEREAS, there exists an Agreement, dated December 13, 1973, between the University and the City, that provides for the cooperation of the parties in a program to improve the vehicular and pedestrian traffic congestion in and around the campus of

The University of Texas at Austin, through the widening, realignment, and relocation of a part or parts of Red River Street located in Austin, Travis County, Texas; and,

WHEREAS, University, pursuant to the December 13, 1973, Agreement, has acquired by purchase and through exercise of its eminent domain powers certain property required for the accomplishment of the purposes of said Agreement and deeded same to City; and,

WHEREAS, City, pursuant to the December 13, 1973, Agreement, has expended a considerable amount of public funds for the construction of a main thoroughfare street on those portions of the property deeded to City by University for the relocation of Red River Street; and,

WHEREAS, the City of Austin has now determined that all or portions of Red River Street from East 32nd Street to East 38-1/2 Street may not, at this time, need to be paved to a width of sixty (60) feet and has, therefore, requested that the Agreement of December 13, 1973, be amended to provide that the City, at its discretion, may construct all or portions of Red River Street from East 32nd Street to East 38-1/2 Street to a minimum width of forty-eight (48) feet; and,

WHEREAS, University is willing to permit such reduction in street width provided that it be relieved of its contractual obligations to acquire such portions of the right-of-way or ways required for the achievement of street, traffic control, and educational purposes of City and the University between East 26th Street and East 32nd Street that cannot be acquired by University without resorting to condemnation.

NOW, THEREFORE, in consideration of the premises and of the terms, conditions, and provisions hereinafter set forth, the

parties hereby agree to amend said December 13, 1973, Agreement as follows:

A. The following paragraph is added to said Agreement and numbered in accordance with the original paragraph numbering sequence of said Agreement, to-wit:

3. A. Notwithstanding anything to the contrary stated in Paragraphs 2 and 3 herein, the City of Austin, may, at its discretion, construct all or portions of Red River Street from East 32nd Street to East 38-1/2 Street to a minimum width of forty-eight (48) feet."

B. Paragraph 4 of said Agreement is hereby deleted and the following Paragraph 4 substituted in lieu thereof:

"When all right-of-way necessary for the construction of the new Red River Street is legally in the possession of City and has been cleared of all improvements to the extent necessary for street construction to begin so that City can award the necessary construction contracts, City agrees to vacate and transfer to University all right, title, interest and control of the public easement in that portion of the existing Red River Street extending from the northern boundary of East Martin Luther King, Jr., Boulevard to the southern boundary of East 26th Street and Manor Road from the west boundary of the west frontage road of I. H. 35 to the east boundary of existing Red River Street (exclusive of the right-of-way of the present Swisher Street), except that City shall retain therein a public utility easement along with right of ingress and egress for repair, maintenance, construction, and reconstruction of all existing public

utility lines, pipes, and systems. City further agrees to vacate and transfer to University all right, title, interest and control of that portion of the existing Red River Street extending from the southern boundary of East Martin Luther King, Jr., Boulevard to a point approximately two hundred (200) feet south of East Martin Luther King, Jr., Boulevard at such time that the link connecting that portion of the existing Red River Street located south of East Martin Luther King, Jr., Boulevard to the new Red River Street located north of East Martin Luther King, Jr., Boulevard has been completed and is operational, except that City shall retain therein a public utility easement along with right of ingress and egress for repair, maintenance, construction, and reconstruction of all existing public utility lines, pipes, and systems. For purposes of this paragraph, right-of-way for construction of new Red River Street shall be deemed to be legally in possession of City when such property for right-of-way shall have either been deeded to the City or the amount of any award in condemnation has been deposited in accordance with law."

C. The following paragraphs are added to said Agreement and are numbered in accordance with the original paragraph numbering sequence of said Agreement, to-wit:

"5. Notwithstanding anything to the contrary stated herein, in the event the University is unable to obtain all necessary right-of-way for relocation of Red River Street between East 26th Street and East 32nd Street by negotiated purchase or exchange by

July 1, 1979, it is understood and agreed that City shall, within a reasonable time thereafter, take whatever action is necessary to assure the completion of the relocation of Red River Street, including purchase or condemnation of such necessary right-of-way which cannot be acquired by University by such date without University resorting to condemnation. The parties recognize that University's obligation to acquire right-of-way for the relocation of Red River Street under the December 13, 1973, Agreement at University's sole expense was part of the consideration for vacation by City of that part of Red River Street and Manor Road described in Paragraph 4 of said Agreement and conveyance of same to University by deeds in form acceptable to University, and accordingly, subject to availability of funds; University agrees to pay City's cost (with the exception of attorney's fees and expenses) of acquiring and clearing right-of-way unable to be acquired by University without University resorting to condemnation, including:

- a. Any condemnation awards.
- b. Any negotiated purchase prices approved by University.
- c. Any fees for appraisers or any evaluation experts approved by University.
- d. Fees for clearing improvements from right-of-way, if any."

"6. Upon completion of construction of the relocated portion of Red River Street between East 26th Street and East 32nd Street, City shall transfer and convey to University

all right, title, and interest in and to any property acquired by City and paid for by University pursuant to Paragraph 5 hereof that is in excess of the right-of-way required for the aforesaid relocation."

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

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By: Dan C. Williams, Chairman

ATTEST:

Betty Anne Thedford, Secretary
Board of Regents, The University of Texas System

CITY OF AUSTIN

By: City Manager

ATTEST:

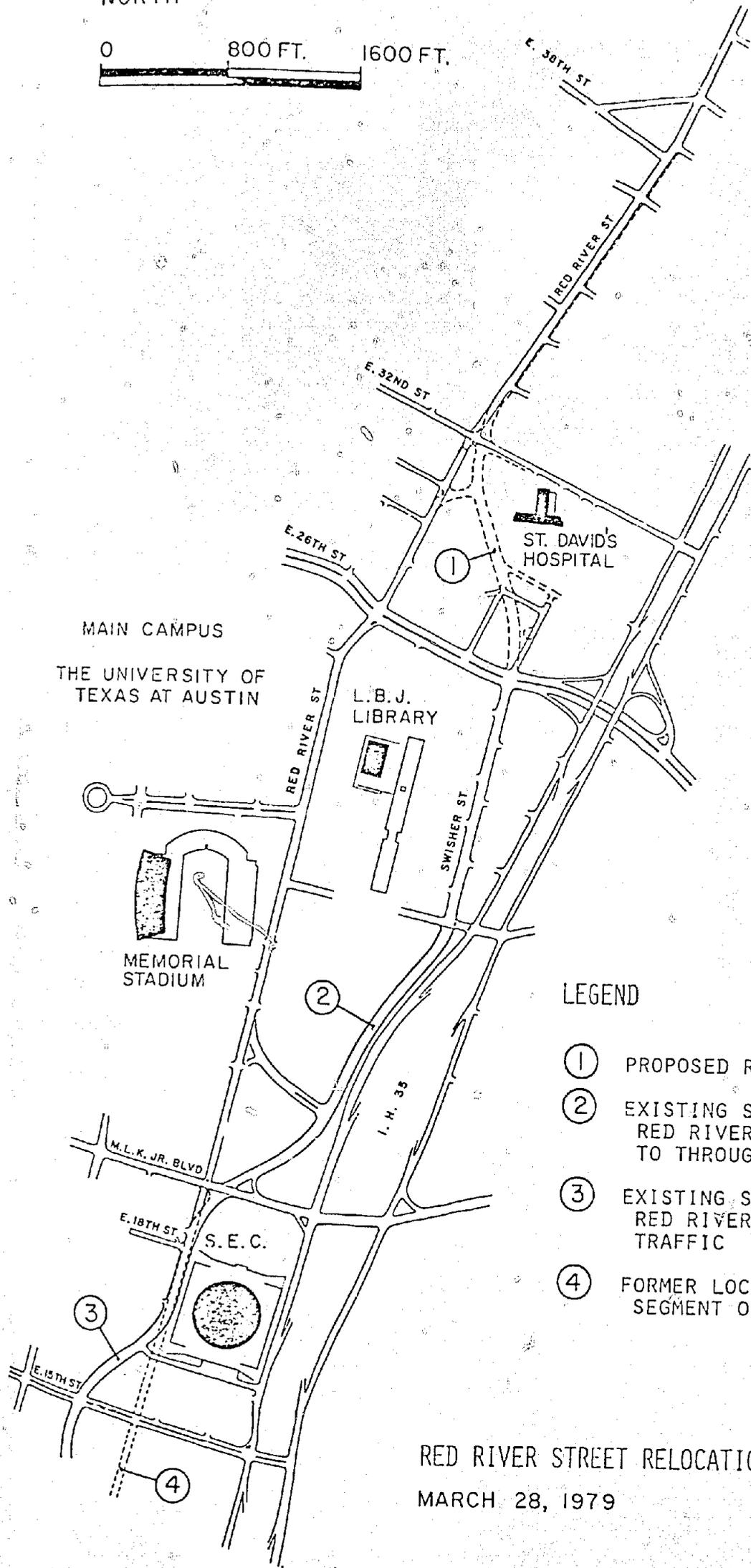
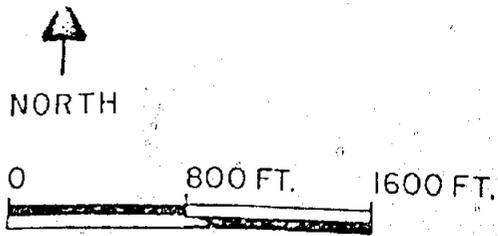
City Clerk

APPROVED AS TO FORM:

W.D. Smith
General Counsel, The University of Texas System

APPROVED AS TO CONTENT:

Chancellor, The University of Texas System



LEGEND

- ① PROPOSED RED RIVER STREET
- ② EXISTING SEGMENT OF RELOCATED RED RIVER STREET - NOT OPEN TO THROUGH TRAFFIC
- ③ EXISTING SEGMENT OF RELOCATED RED RIVER STREET - OPEN TO TRAFFIC
- ④ FORMER LOCATION OF REMOVED SEGMENT OF RED RIVER STREET

RED RIVER STREET RELOCATION PROJECT

MARCH 28, 1979

Central Heating & Chilled Water Plant

3418

(1) (2) (3)

U. T. DALLAS, U. T. SAN ANTONIO AND U. T. PERMIAN BASIN - PURCHASE OF THERMAL ENERGY PLANTS OWNED AND OPERATED BY WIN-SAM, INC.: AUTHORIZATION TO ISSUE (1) U. T. DALLAS UTILITY SYSTEM REVENUE BONDS, SERIES 1979, APPROXIMATELY \$9,200,000. (2) U. T. SAN ANTONIO UTILITY SYSTEM REVENUE BONDS, SERIES 1979, APPROXIMATELY \$8,800,000. AND (3) U. T. PERMIAN BASIN UTILITY SYSTEM REVENUE BONDS, SERIES 1979, APPROXIMATELY \$3,500,000: APPOINTMENT OF (1) SAM MACLIN OF RUSS SECURITIES, BOND CONSULTANT. (2) McCALL, PARKHURST AND HORTON, BOND COUNSEL. AND (3) BOVAY ENGINEERS INC. CONSULTING ENGINEERS; AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE SALE OF THE BONDS, PAYING AGENCY, AND PRINTING; AND ESTABLISHMENT OF MISCELLANEOUS ACCOUNT. -- Upon the recommendation of Chancellor Walker and Vice Chancellor for Business Affairs Boyd, and without objection, the Board of Regents authorized:

3/ bond files

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REMARKS

1. Issuance of approximately \$9,200,000 U. T. Dallas Utility System Revenue Bonds, Series 1979 due 1980/1999; to exercise option to purchase existing Thermal Energy Plant for \$3,868,000 and pay for additions thereto for an estimated \$4,700,000; prefund the bond reserve fund and pay other costs related to the issuance of bonds.
2. Issuance of approximately \$8,800,000 U. T. San Antonio Utility System Revenue Bonds, Series 1979 due 1980/1999; to exercise option to purchase existing Thermal Energy Plant for \$3,415,000 and pay for additions thereto estimated at \$4,700,000; prefund the bond reserve fund and pay other costs related to the issuance of the bonds.
3. Issuance of approximately \$3,500,000 U. T. Permian Basin Utility System Revenue Bonds, Series 1979 due 1980/1999 for the purpose of exercising option to purchase Thermal Energy Plant for \$3,138,000; prefund a bond reserve fund and pay other costs related to the issuance of bonds.
4. Appointment of Sam Maclin of Russ Securities, Bond Consultant; McCall, Parkhurst and Horton, Bond Counsel; and Bovay Engineers Inc., Consulting Engineers to perform the necessary rate studies.
5. The Office of Investments and Trusts to advertise for bids for the sale of the bonds, paying agency, and printing of the bonds to be submitted to the Board of Regents at a future meeting.
6. The establishment of an account out of bond proceeds to pay fees of the Bond Counsel, Bond Consultant, Consulting Engineers, paying agency, printing of the bonds and other miscellaneous costs.

Land Acquisition (400)

SAN ANTONIO HEALTH SCIENCE CENTER: SUBJECT TO COORDINATING BOARD APPROVAL, AUTHORIZATION TO ACQUIRE THE PROPERTY LOCATED AT 7526 LOUIS PASTEUR DRIVE, SAN ANTONIO, TEXAS; AUTHORIZATION TO REMODEL BUILDING (200) SITUATED THEREON; AND APPROPRIATION THEREFOR. -- Upon the recommendation of President Harrison and Chancellor Walker, the Board of Regents, without objection:

1. Authorized the acquisition of the property located at 7526 Louis Pasteur Drive, San Antonio, Texas, for The University of Texas Health Science Center at San Antonio subject to Coordinating Board, Texas College and University System approval
2. Authorized the remodeling of the building situated on property at 7526 Louis Pasteur Drive at a total project cost of \$485,000
3. Appropriated \$1,265,000 from Unexpended Plant Funds for purchase and remodeling of the property, including miscellaneous expenses

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200
FILE NO. 400
DOCUMENT 200
REMARKS ---

Land Acquisition

UNIVERSITY CANCER CENTER: AUTHORIZATION TO ACQUIRE BY PURCHASE OR CONDEMNATION, IF NECESSARY, PROPERTY KNOWN AS MARCOVE PROPERTY ON BRAESWOOD BOULEVARD, SOUTH OF HOLCOMBE BOULEVARD, HOUSTON, HARRIS COUNTY, TEXAS. -- Without objection, authorization was given to acquire by purchase or condemnation, if necessary, property known as the Marcove Property on Braeswood Boulevard, south of Holcombe Boulevard, Houston, Harris County, Texas, for use by The University of Texas System Cancer Center. This property is adjacent to the Anderson-Mayfair and contains 0.5853 of an acre (25,496 square feet). It is being acquired for future expansion of the Anderson-Mayfair and to provide better access to the parking facilities.

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FILE NO. 400
DOCUMENT ---
REMARKS ---

OTHER MATTERS

-13-
-0-
FILE NO. ---
DOCUMENT ---
REMARKS ---

RESIGNATIONS OF DR. DONALD W. ZACHARIAS AND DR. TOMAS RIVERA. - ✓ Chairman Williams commented that Dr. Donald W. Zacharias, Executive Assistant to the Chancellor and an important asset to the U. T. System, had been named President of Western Kentucky University. And that Dr. Tomas Rivera, Executive Vice-President at U. T. El Paso, had been named Chancellor of the University of California at Riverside.

✓ Chairman Williams thanked both Dr. Zacharias and Dr. Rivera for what they had meant to the University and to the System, and wished them both well in their new endeavors.

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(P. 13)

(1) RESOLUTION OF COMMENDATION TO FRANK C. ERWIN, JR. --Regent
 Newton was recognized by the Chairman and proposed the following Resolu-
 tion of Commendation to "our distinguished friend, Frank Erwin":

RESOLUTION OF COMMENDATION

FRANK C. ERWIN, JR.

A-4
 FILE NO.
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 REMARKS

WHEREAS, Frank C. Erwin, Jr., is a man of many parts -- all of which are orange;

WHEREAS, Frank Erwin is a distinguished former member and a former chairman of this body;

WHEREAS, Frank Erwin is a man of a multitude of interests, but none so intense as his interest in The University of Texas System;

WHEREAS, Frank Erwin is a man of great energy and ability who has channeled much of that energy and ability into making ours a great educational institution;

WHEREAS, Frank Erwin has been an articulate and effective spokesman on behalf of The University of Texas System; and

WHEREAS, During the past four-and-one-half month regular session of the 66th Legislature, Frank Erwin has volunteered every ounce of his interest, his energy, his ability, and his powers of persuasion to causes of the University he loves; now, therefore, be it

RESOLVED, That the Board of Regents of The University of Texas System this 1st day of June 1979, does express its appreciation, its respect, and its deep sense of gratitude to the man whose very name has become synonymous with The University of Texas System for more than 15 years: Frank C. Erwin, Jr. Each one of those years has seen the U. T. System grow stronger and more respected. We salute him.

✓Regent Newton moved the adoption of this resolution. ✓Regent Hay seconded the motion and suggested that it be put on a scroll for presentation to Mr. Erwin. The motion carried by unanimous vote.

U. T. AUSTIN - BRACKENRIDGE-DEEP EDDY APARTMENTS: STATUS REPORT RE STUDY. --Chancellor Walker reported that in compliance with the Board's request at the March meeting for a study with respect to the renovation of the Brackenridge-Deep Eddy Apartments of The University of Texas at Austin, the Administration was in the process of conducting this study. The site had been visited, and there had been discussions between the staff and students. He stated that although the investigations were still under way, the condition of the apartments at this time represented some very serious safety problems. Chancellor Walker advised that the Administration would be prepared to submit a complete report, together with its recommendations, at the July meeting of the Board of Regents.

FILE NO. 200
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 REMARKS

ADJOURNMENT. --The meeting was duly adjourned at 2:25 p. m.

June 6, 1979

Sheila Simmons
 Acting Secretary