

MINUTES OF  
BOARD OF REGENTS MEETING  
FEBRUARY 2, 1979

TEXAS TECH UNIVERSITY  
and  
TEXAS TECH UNIVERSITY SCHOOL OF MEDICINE  
Lubbock, Texas

Minutes

Board of Regents Meeting  
February 2, 1979

M55. The Board of Regents of Texas Tech University and Texas Tech University School of Medicine met in regular session February 2, 1979 at 9:00 a.m. in the Board of Regents Suite on campus. The following Regents were present: Mr. Robert L. Pfluger, Chairman, Mr. Roy K. Furr, Vice Chairman, Mr. J. Fred Bucy, Mr. Clint Formby, Mr. A. J. Kemp, Jr., Mr. James L. Snyder, Mr. Lee Stafford, Dr. Judson F. Williams and Mr. Don R. Workman. University officials and staff present were: Dr. Cecil Mackey, President; Dr. Glenn E. Barnett, Vice President for Planning; Mr. Kenneth W. Thompson, Vice President for Finance and Administration; Dr. Charles S. Hardwick, Vice President for Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Richard A. Lockwood, Vice President for the Health Sciences Centers; Mr. Bill J. Parsley, Director of Public Affairs; Dr. Clyde E. Kelsey, Jr., Vice President for Development and University Relations; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Dr. Monty E. Davenport, Senior Associate Vice President; Mr. Fred J. Wehmeyer, Associate Vice President for Administrative Services; Dr. George F. Meenaghan, Associate Vice President for Research; Mr. Dan Williams, Assistant Vice President for Financial Services; Dr. John Baier, Assistant Vice President for Student Affairs; Mrs. Freda Pierce, Secretary of the Board; Dr. Marilyn Phelan, General Counsel; Mr. Walter Brown, Director of New Construction; Mr. Mike Sanders, Assistant Director of Public Affairs; Mr. Clyde J. Morganti, Assistant to the President; Dr. William F. Bennett, Interim Dean, College of Agricultural Sciences; Mr. Samuel E. Curl, new Dean of Agricultural Sciences; Dr. George S. Tyner, Dean, School of Medicine; Dr. Max Lennon, Assistant Dean, Agricultural Sciences; Dr. Robert Albin, Professor and Chairperson, Animal Sciences and Food Technology; Dr. Margaret Wilson, Chairperson, Faculty Senate; Mr. Gary Elbow, Faculty Senate; Mr. Dick Tamburo, Athletic Director; Ms. Jeannine McHaney, Director, Women's Intercollegiate Athletics; Mr. John Henson, Station Manager, Educational T.V.; and Ms. Jane Brandenberger, Director, University News and Publications.

Others present were: Mrs. Samuel E. Curl; Ms. Candy Sagon and Ms. Ruthanne Brockway, Avalanche-Journal; Mr. Chino Chapa and Mr. Tod Robberson, University Daily; Mr. Joe Robbins, Mr. Gary McDougale and Mr. David Swofford, KLBK-TV; Mr. Morris Wilkes, KRLB; Mr. Larry Elliott, KCBD-TV; Ms. B. J. Hefner, Mr. Bob Hannon, and Ms. Marcia Lundy; KMCC-TV; Ms. Mary Lind Dowell, President, and Ms. Jeanie Field, External Vice President, Student Association.

M56. Mr. Pfluger called the meeting to order, and asked Mr. Workman to give the invocation. Chairman Pfluger then welcomed Mr. Lee Stafford as a new member of the Board, having been appointed by Governor Dolph Briscoe upon the resignation of Regent Charles G. Scruggs. Mr. Pfluger enumerated several of the boards on which Mr. Stafford serves, and stated that the Board is pleased to have Mr. Stafford as a member. The Oath of Office was administered to Mr. Stafford by Judge John McFall prior to the convening of the Board meeting.

M57. Mr. Workman then read a Resolution honoring former Regent, C. G. Scruggs, and the approval of the Resolution was seconded by the entire Board in recognition of his talents and contributions. The Resolution is attached and made a part of the Minutes; Attachment No. 1.

M58. At the request of Dr. Mackey, Dick Tamburo, Athletic Director, reported on the successful football season under Coach Dockery, and stated that recruiting for next fall is off to a good start.

M59. Dr. Mackey introduced Dr. Sam Curl as the new Dean of the College of Agricultural Sciences, and Mr. Pfluger welcomed Dr. Curl, and commended Dr. William F. Bennett for his good work as Interim Dean.

M60. Mr. Pfluger then read the following statement: "The Board of Regents of Texas Tech University and Texas Tech University School of Medicine now having been duly convened in open session, and statutory notice of these meetings of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce Executive Sessions of the Board to be held in compliance with Article 6252-17 Texas Civil Statutes, and these Executive Sessions are specifically authorized by Section 2 - Paragraphs E, F, and G of the Statute." The Board of Regents of Texas Tech University reconvened in open session at 10:10 a.m. with Texas Tech University School of Medicine recessed until the conclusion of the present session.

M61. Upon motion made by Mr. Workman, seconded by Dr. Williams, the Board by unanimous vote approved the Minutes of the meeting of December 1, 1978.

M62. Upon motion made by Mr. Workman, seconded by Mr. Bucy, the Board by unanimous vote approved items for Board approval, being Items 1 a through 2 c.

M63. Mr. Formby gave the report for the Academic and Student Affairs Committee. The following four items (M64 through M67) constitute action taken upon committee recommendation.

M64. Upon motion made by Mr. Formby, seconded by Dr. Williams, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents approves the changes in academic rank as indicated on the attached roster; Attachment No. 2.

M65. Upon motion made by Mr. Formby, seconded by Dr. Williams, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents grants tenure to the attached list of faculty of Texas Tech University, effective this date; Attachment No. 3.

M66. Mr. Formby explained that his committee had visited with Dr. Hardwick about how the admissions policy is working, and Dr. Mackey handed out a report on the provisionally admitted student.

M67. Dr. J. Knox Jones reported concerning research grants and contracts. He handed out statistics which reflected a substantial increase in the number of awards funded and the volume of dollars generated as compared to the first five months of 1978.

M68. Mr. Kemp gave the report for the Campus and Building Committee. The two following items (M69 and M70) constitute action taken upon committee recommendation.

M69. Upon motion made by Mr. Kemp, seconded by Dr. Williams, the Board by unanimous vote approved the following: RESOLVED, that the bid of Mike Klein, General Contractor, for the renovation of Sneed Residence Hall in the amount of \$372,268 is accepted and that a contract be duly executed.

M70. Dr. Mackey reported that the Coordinating Board has approved the renovation of West Hall. This building houses the registrar's office along with many other offices which handle students needs and records, and is often the place where people get their first impression of the campus.

M71. Mr. Bucy gave the report for the Finance Committee. The following three items, (M72 through M74) constitute action taken upon committee recommendation.

M72. Upon motion made by Mr. Bucy, seconded by Mr. Furr, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents of Texas Tech University establishes the attached policy on audits for Texas Tech University; Attachment No. 4.

M73. Upon motion made by Mr. Bucy, seconded by Mr. Kemp, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents of Texas Tech University authorizes the title change from Vice President for Administration to Vice President for Finance and Administration. Further Resolved, that all authorizations in Board documents and minutes granted the Vice President for Administration, be hereby granted the Vice President for Finance and Administration, more specifically, those powers granted the Vice President for Administration in the following Board items: M41, Board Minutes, December 3, 1976; and M185-M186, Board Minutes, August 4, 1978.

M74. Mr. Thompson reviewed the current state of computer support on campus and the progress during the past year in obtaining a significant improvement in that support. It was the consensus of the Board that the Administration

should immediately initiate appropriate action to obtain a powerful computer, compatible with our existing Computer Center equipment, to be in operation by September 1, 1979.

M75. Dr. Williams gave the report for the Committee of the Whole. Dr. Mackey recommended that the Board consider a revision in the retirement policy concerning faculty, and suggested that the administration make a study and recommendation by the next Board meeting. Upon motion made by Dr. Williams, seconded by Mr. Formby, the Board by unanimous vote directed the Administration to proceed with the study of a retirement policy pertaining to faculty and make a recommendation at the next Board meeting. Chairman Pfluger then read the following statement: "Mr. President, it is the sense of the members of our Board of Regents that we intend to revise our policy regarding mandatory retirement so that its provisions apply equally to all employees including both those holding tenure and those who are non-tenured. We look forward to a policy which will move the mandatory age of retirement to 70, but will, in the interests of both the individual and the institution, support a "normal" retirement age of 65 and allow most employees to select the age and the conditions of their retirement. We realize that this is a significant move and that for such a policy to be satisfactorily implemented, it must be accompanied by a comprehensive program covering all aspects of employee retirement. The Board of Regents, therefore, directs you to develop such a program and, if possible, to present it to the Board of Regents at its meeting on March 30. We fully realize the uncertainty in the state of the law at this point, but nevertheless it is our desire that the program you present will be as complete as possible."

M76. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:rc

Attachments (February 2, 1979)

1. Resolution honoring Charles G. Scruggs; Item M57.
2. List of Changes in Academic Rank; Item M64.
3. List of Faculty Granted Tenure; Item M65.
4. Policy on Audits for Texas Tech University; Item M72.

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I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of Texas Tech University Board of Regents meeting on February 2, 1979.

(Mrs.) Freda Pierce, Secretary

SEAL

February 2, 1979

RESOLUTION

Charles G. Scruggs

WHEREAS, Charles G. Scruggs has devoted his professional and business life to the betterment of mankind through agricultural and educational progress; and

WHEREAS, Mr. Scruggs has risen to the vice presidency of Southern Living magazine after earlier serving as first editor and then vice president and editorial director of the equally prestigious Progressive Farmer, both of which publications champion the just causes of American agriculture; and

WHEREAS, this native of McGregor, even in his high school years evidenced his interests in farming and ranching by being elected president of the 40,000-member Texas Association of Future Farmers of America and then enrolled in Texas A&M University to complete his degree in agricultural economics; and

WHEREAS, he then served his country with U.S. Army Infantry units in Europe and presently holds the rank of Lieutenant Colonel, United States Army Reserve, Retired; and

WHEREAS, in succeeding years Mr. Scruggs has been recognized as an authority on world agriculture, chosen for membership in the United States delegation to the 130-nation biennial meeting of the Food and Agriculture Organization of the United Nations for its 1973 meeting in Rome and was the first American to be named an honorary member of the National Livestock Confederation of the Republic of Mexico; and

WHEREAS, he was a founder of the Southwest Animal Health Research Foundation and was instrumental in formation of a drive that led to eradication of the screwworm from the Southwest, a program that has saved ranchers over one billion dollars in a decade; and

WHEREAS, he has chaired two interim committees of the Texas Legislature on natural fibers and textile development potential, which committees convinced many textile industries to settle in the Southwest; and

WHEREAS, this recipient of more than 50 awards for agricultural service brought these same qualities of leadership to work for this state in his membership on the Coordinating Board, Texas College and University System, 1965-'69, and on the Boards of Regents of Texas Tech University and of Texas Tech University School of Medicine, 1971 to 1979.

NOW THEREFORE BE IT RESOLVED that the Boards of Regents of Texas Tech University and of Texas Tech University School of Medicine pause in their deliberations to recognize Charles G. Scruggs, international leader in agriculture and communications, and to express deep appreciation for his dedication and gifts of his multiple talents to this university and medical school.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and a copy be delivered to Charles G. Scruggs.

Changes in Academic Rank  
Effective September 1, 1979

<u>Name</u>	<u>Current Rank</u>	<u>Proposed Rank</u>
COLLEGE OF AGRICULTURAL SCIENCES		
<u>Department of Agricultural Economics</u>		
1. Billy G. Freeman	Assist. Prof.	Assoc. Prof.
<u>Department of Entomology</u>		
2. Daniel P. Bartell	Assist. Prof.	Assoc. Prof.
<u>Department of Range and Wildlife Management</u>		
3. Christopher D. Simpson	Assist. Prof.	Assoc. Prof.
4. Ronald E. Sosebee	Assoc. Prof.	Professor
COLLEGE OF ARTS AND SCIENCES		
<u>Department of Art</u>		
1. Frank R. Cheatham	Assoc. Prof.	Professor
2. Edna S. Glenn	Assist. Prof.	Assoc. Prof.
3. John Terrence Morrow	Assoc. Prof.	Professor
<u>Department of Atmospheric Sciences</u>		
4. Donald R. Haragan	Assoc. Prof.	Professor
<u>Department of Biological Sciences</u>		
5. Thomas E. Brady	Assist. Prof.	Assoc. Prof.
6. Ira Cecil Felkner	Assoc. Prof.	Professor
7. Stuart L. Pimm	Assist. Prof.	Assoc. Prof.
<u>Department of Chemistry</u>		
8. Roy Ernest Mitchell	Assist. Prof.	Assoc. Prof.
9. Richard Edward Wilde	Assoc. Prof.	Professor

Department of Economics

- |                        |              |           |
|------------------------|--------------|-----------|
| 10. Roger Monroe Troub | Assoc. Prof. | Professor |
|------------------------|--------------|-----------|

Department of English

- |                         |               |              |
|-------------------------|---------------|--------------|
| 11. Daryl Emrys Jones   | Assist. Prof. | Assoc. Prof. |
| 12. Joel C. Weinsheimer | Assist. Prof. | Assoc. Prof. |

Department of History

- |                          |               |              |
|--------------------------|---------------|--------------|
| 13. James William Harper | Assist. Prof. | Assoc. Prof. |
| 14. Allan James Kuethe   | Assoc. Prof.  | Professor    |

Department of Mathematics

- |                       |               |              |
|-----------------------|---------------|--------------|
| 15. Roger W. Barnard  | Assist. Prof. | Assoc. Prof. |
| 16. Ila Mae Carpenter | Assist. Prof. | Assoc. Prof. |
| 17. David J. Lutzer   | Assoc. Prof.  | Professor    |

Department of Music

- |                         |               |              |
|-------------------------|---------------|--------------|
| 18. William G. Hartwell | Assist. Prof. | Assoc. Prof. |
|-------------------------|---------------|--------------|

Department of Political Science

- |                         |              |           |
|-------------------------|--------------|-----------|
| 19. Lee Philip Sigelman | Assoc. Prof. | Professor |
|-------------------------|--------------|-----------|

Department of Psychology

- |                     |               |              |
|---------------------|---------------|--------------|
| 20. Roger L. Greene | Assist. Prof. | Assoc. Prof. |
|---------------------|---------------|--------------|

Department of Sociology

- |                           |               |              |
|---------------------------|---------------|--------------|
| 21. Charles Edward Palmer | Assist. Prof. | Assoc. Prof. |
|---------------------------|---------------|--------------|

COLLEGE OF EDUCATION

Area of C & I - Early Childhood/Elementary Education

- |                    |               |              |
|--------------------|---------------|--------------|
| 1. Hazel S. Taylor | Assist. Prof. | Assoc. Prof. |
|--------------------|---------------|--------------|

Area of Educational Foundations and Services

- |                   |               |              |
|-------------------|---------------|--------------|
| 2. Gerald D. Parr | Assist. Prof. | Assoc. Prof. |
|-------------------|---------------|--------------|

Area of Administration and Supervision

- |                 |               |              |
|-----------------|---------------|--------------|
| 3. Steve Thomas | Assist. Prof. | Assoc. Prof. |
|-----------------|---------------|--------------|

COLLEGE OF ENGINEERING

Department of Civil Engineering

- |                           |              |           |
|---------------------------|--------------|-----------|
| 1. Robert Merrill Sweazey | Assoc. Prof. | Professor |
|---------------------------|--------------|-----------|

Department of Electrical Engineering

- |                          |               |              |
|--------------------------|---------------|--------------|
| 2. Tommy R. Burkes       | Assoc. Prof.  | Professor    |
| 3. Kwong Shu Chao        | Assoc. Prof.  | Professor    |
| 4. John Douglas Reichert | Assoc. Prof.  | Professor    |
| 5. Paul Frazer Williams  | Assist. Prof. | Assoc. Prof. |

Department of Petroleum Engineering

- |                        |              |           |
|------------------------|--------------|-----------|
| 6. James Thurman Smith | Assoc. Prof. | Professor |
|------------------------|--------------|-----------|

Department of Systems

- |                        |               |              |
|------------------------|---------------|--------------|
| 7. James Richard Burns | Assist. Prof. | Assoc. Prof. |
|------------------------|---------------|--------------|

COLLEGE OF HOME ECONOMICS

Department of Home and Family Life

- |                       |               |              |
|-----------------------|---------------|--------------|
| 1. Nancy Jamison Bell | Assist. Prof. | Assoc. Prof. |
| 2. Paul E. McGhee     | Assist. Prof. | Assoc. Prof. |

SCHOOL OF LAW

- |                       |               |              |
|-----------------------|---------------|--------------|
| 1. Daniel H. Benson   | Assoc. Prof.  | Professor    |
| 2. Bruce M. Kramer    | Assoc. Prof.  | Professor    |
| 3. Robert A. Weninger | Assoc. Prof.  | Professor    |
| 4. Robert E. Wood     | Assist. Prof. | Assoc. Prof. |

Faculty Granted Tenure

Effective February 2, 1979

<u>Name</u>	<u>Rank</u>
COLLEGE OF AGRICULTURAL SCIENCES	
<u>Department of Agricultural Economics</u>	
1. Billy G. Freeman	Assist. Prof.
<u>Department of Animal Science</u>	
2. Samuel E. Curl	Professor
<u>Department of Entomology</u>	
3. Daniel P. Bartell	Assist. Prof.
<u>Department of Plant and Soil Science</u>	
4. Dwane G. Miller	Professor
<u>Department of Range and Wildlife Management</u>	
5. John D. Garcia	Assist. Prof.
6. Christopher D. Simpson	Assist. Prof.

COLLEGE OF ARTS AND SCIENCES

<u>Department of Biological Sciences</u>	
1. Thomas E. Brady	Assist. Prof.
2. Stuart L. Pimm	Assist. Prof.
3. Larry S. Roberts	Professor
<u>Department of Chemistry</u>	
4. David Barry Knaff	Assoc. Prof.
<u>Department of Classical and Romance Languages</u>	
5. Janet Winecoff Diaz	Professor

Department of Economics

6. Ronald D. Gilbert Assoc. Prof.

Department of English

7. Daryl Emrys Jones Assist. Prof.  
8. Joel Clyde Weinsheimer Assist. Prof.

Department of Health, Physical Education, and Recreation

9. Paul A. Knipping Assoc. Prof.

Department of Mathematics

10. Roger W. Barnard Assist. Prof.  
11. Leonard H. Weiner Assoc. Prof.

Department of Music

12. Lora Ching Deahl Assist. Prof.  
13. William G. Hartwell Assist. Prof.

Department of Philosophy

14. Daniel O. Nathan Assist. Prof.

Department of Psychology

15. Roger L. Greene Assist. Prof.

Department of Sociology

16. Charles Edward Palmer Assist. Prof.

Department of Theatre Arts

17. George W. Sorenson Assoc. Prof.

COLLEGE OF BUSINESS ADMINISTRATION

Area of Accounting

1. Robert J. Koester Assoc. Prof.  
2. Mitchell H. Raiborn Professor

Area of Finance

3. Karl L. Guntermann Assoc. Prof.

Area of Information Systems and Quantitative Sciences

4. Norman R. Lyons Assoc. Prof.

Area of Management

5. Joseph P. Yaney Professor

Area of Marketing

6. Robert E. Wilkes Assoc. Prof.

COLLEGE OF EDUCATION

Area of C & I - Secondary Education

1. Michael Angelotti Assoc. Prof.

Area of C & I - Early Childhood/Elementary Education

2. Hazel S. Taylor Assist. Prof.  
3. David A. Welton Assoc. Prof.

Area of Educational Foundations

4. Gerald D. Parr Assist. Prof.

Area of Administration and Supervision

5. Charles A. Reavis Professor  
6. Steve Thomas Assist. Prof.

COLLEGE OF ENGINEERING

Department of Electrical Engineering

1. Paul Frazer Williams Assist. Prof.

Department of Systems

2. James Richard Burns Assist. Prof.

COLLEGE OF HOME ECONOMICS

Department of Clothing and Textiles

1. Patricia E. Horridge

Assoc. Prof.

Department of Home and Family Life

2. Nancy Jamison Bell
3. Mary Tom Riley

Assist. Prof.

Assoc. Prof.

SCHOOL OF LAW

1. Robert E. Wood

Assist. Prof.

Board Policy on Texas Tech University Audits

The Board of Regents will receive and review certain audits and any corresponding responses as a continuing part of its responsibilities as the institution's governing body. The President may also bring to the Board other special audits from time to time for its consideration. The audits to be reviewed on a regular basis are:

- 1) Legislative audit - annual - Legislative auditor
- 2) Investment audit - annual - Internal or Legislative auditor
- 3) Support Group audits - annual - External auditor
- 4) Athletic Department audit - annual - Internal auditor
- 5) Financial Aids audit - as prepared - Internal or External auditor
- 6) Special Federal audits - as prepared - Federal auditor

TEXAS TECH UNIVERSITY  
Lubbock, Texas

TABLE OF CONTENTS

FOR BOARD ACTION OR RATIFICATION

<u>Description</u>	<u>Page</u>
1. <u>Personnel Matters</u>	
a. Commissioning of Peace Officers -----	1
2. <u>Other Authorizations, Approvals and Ratifications</u>	
a. Out of Country Leaves -----	2
b. Faculty Development Leaves -----	3
c. Leaves of Absence -----	4

FOR BOARD INFORMATION

3. Appointments - General Administration, Teaching, and Non-Classified Positions - November and December, 1978 -----	5
4. Resignations and/or Terminations - General Administration, Teaching, and Non-Classified Positions - November and December, 1978 -----	6
5. Summary - Professorial Appointments - November and December, 1978 -----	7
6. Summary - Professorial Resignations - November and December, 1978 -----	8
7. Summary - Faculty and Professional Staff Appointments other than Professorial Ranks - November and December, 1978 -----	9
8. Summary - Official Travel - November and December, 1978 -	10
9. <u>Contracts</u>	
a. S. E. Cone, Jr. - Oil and Gas Lease -----	11

FOR BOARD INFORMATION (continued)

Page

9. Contracts (continued)

- |    |   |       |    |
|----|---|-------|----|
| b. | C. B. Thompson Construction Co. - Electrical<br>Engineering Instructional and Research Addition                           | ----- | 18 |
| c. | Anthony Mechanical, Inc. - Electrical Engineering<br>Building - Utility tunnel for Instructional and<br>Research Addition | ----- | 22 |
| d. | Contract of Employment - Dr. Cecil Mackey   | ----- | 26 |

TEXAS TECH UNIVERSITY

Lubbock, Texas

FOR BOARD ACTION OR RATIFICATION

Personnel Matters

Commissioning of Peace Officers

1. a. Commission as Peace Officer, John R. Devitt effective October 30, 1978, in accordance with Chapter 80, Acts of the 60th Legislature, Regular Session, 1967, as amended by Chapter 246, Acts of the 62nd Legislature, Regular Session, 1971.

Other Authorizations, Approvals  
and Ratifications

Out of Country Leaves

2. a. Approve leave for Dr. Robert J. Baker, Professor of Biological Sciences, Curator of Mammals, and Coordinator of Research, from 8:00 a.m. April 1, 1979 through 5:00 p.m. April 15, 1979, to go to Bogata, Colombia. The purpose of the trip is to set up research projects and supervise graduate studies in connection with his position as Curator of Mammals and Coordinator of Research for The Museum. Many of the studies conducted by the University involve neotropical species which are important in understanding biology of the tropics. This trip will be to work out cooperative agreements between the University and the government of Colombia in order to conduct research project in Colombia. (Estimated cost \$600.00, Account No. 12-F510-200000)

Approve leave for Dr. Harry W. Parker, Professor of Chemical Engineering, from 6:30 a.m. February 17, 1979 to 11:00 p.m. February 25, 1979, to go to San Salvador, El Salvador to attend the International Symposium of Engineering on Technology Appropriate to Underdeveloped Countries sponsored by University Jose Simeon Comas. He will present two papers at this meeting. (Estimated cost \$170.00, Account No. 12-510D-200002; \$300.00, Account No. 12-5710-200014; \$200.00, Account No. 12-0507-200000; \$200.00, Account No. 22-E505-200000)

Approve leave for Dr. Richard Saeks, Professor of Electrical Engineering, from 8:00 a.m. June 30, 1979 to 12:00 p.m. July 15, 1979, to go to Holland to attend the Fourth International Symposium on the Mathematics of Networks and Systems at the Technical University of Delft, where he will also present a paper. He will also visit the Technical University of Wroclaw, Poland, as part of the continuing Texas Tech/Wroclaw exchange program. (Estimated cost \$500.00, Account No. 12-530D-200000; \$700.00, Account No. 12-E006-200000)

Faculty Development Leaves

2. b. Approve faculty development leave for M. A. K. Lodhi, Professor of Physics, from August 30 to December 22, 1978, with pay and from January 8 to May 14, 1979, without pay. Dr. Lodhi has been employed at Texas Tech University for fourteen years. This leave will permit Dr. Lodhi to study abroad during the period of the leave in his field of nuclear theory and structure. Specifically he will study at an international institution for theoretical physics in West Germany in collaboration with a professor at the Ruhr Universitat Bochum. Dr. Lodhi has agreed to return to the University for a period of at least one year after the leave unless mutually agreed otherwise. Approval of the leave has been recommended by Dr. Hardwick.

Approve faculty development leave for Judson Maynard, Professor of Music, from January 8 to May 14, 1979, with pay. Dr. Maynard has been employed at Texas Tech University for seventeen years. He plans to use the leave to study in his musical performance area on the instruments violas da gambas, the carillon and the organ. The primary location for his study will be Brussels, Belgium. This study will be of value to the faculty baroque ensemble and to the music instruction of the University. Approval of the leave has been recommended by Dr. Hardwick.

Leaves of Absence

2. c. Approve leave of absence without pay for Mr. Gary M. Burk, Assistant Professor of Architecture, for the Spring 1979 and Fall 1979 semesters. He plans to spend this time in professional practice situations in order to enhance both his academic and professional goals in his development plan. Approval of this leave is recommended by Dr. Hardwick.

Approve leave of absence without pay for Dr. Thomas J. O'Brien, Assistant Professor of Chemistry, from January 16, 1979 through January 15, 1980, to work on the "Hot Gas Clear-Up" project at the Morgantown Energy Technology Center of the U. S. Department of Energy. Approval of this leave is recommended by Dr. Hardwick.

Approve leave of absence without pay for Dr. Stuart L. Pimm, Assistant Professor of Biological Sciences, from January 15, 1979 through June 30, 1979 to travel to Hilo, Hawaii to conduct research for ecological communities at the Hawaii Volcanoes National Park. He will resume his duties here following this period. Approval of this leave is recommended by Dr. Hardwick.

Approve leave of absence without pay for Dr. David M. Vigness, Professor of History, for the spring semester of 1979. The purpose of this leave request is to permit him to accept an appointment as Visiting Professor of History at the University of New Mexico in Albuquerque during this period. He will resume his duties at the University in the summer session of 1979. Approval of this leave is recommended by Dr. Hardwick.

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Appointments - General Administration,  
Teaching, and Non-Classified Positions  
November and December, 1978

3.

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Anderson, Loran C. Visiting Lecturer (Adj.)	Biological Sciences	11/27/78 12/1/78	\$ 900.00 5 days
Czajkiewicz, Zbigniew Visiting Assistant Professor	Industrial Engineering	11/1/78 5/31/79	10,000.00 7 months
Hadley, Neil F. Visiting Lecturer (Adj.)	Biological Sciences	11/13/78 11/17/78	600.00 5 days
Keim, Kent R. Assistant Professor	Plant & Soil Sciences	1/1/79 8/31/79	14,000.00 8 months
Merrill, John R. Adjunct Professor	Physics	11/1/78 11/30/78	1,137.00 1 month
Rapoport, Amos Visiting Lecturer (Adj.)	Architecture	10/4/78 10/7/78	867.50 4 days
Sarich, Vincent M. Visiting Lecturer (Adj.)	Biological Sciences	11/30/78 12/11/78	950.00 11 days
Schulenberger, John R. Visiting Professor	Mathematics	1/15/79 5/31/79	13,500.00 4½ months
Waterman, Talbot Visiting Lecturer (Adj.)	Biological Sciences	12/9/78 12/21/78	950.00 2 weeks

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Resignations and/or Terminations -  
General Administration, Teaching, and Non-Classified Positions -  
November and December, 1978

4.

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Bohling, William B. Associate Professor	Law	1/15/79
Petty, John W. Professor	Business Administration	8/31/79
Quesada, Gustavo M. Associate Professor	Sociology	1/15/79

TEXAS TECH UNIVERSITY  
Lubbock, Texas

5. Summary of Professorial Appointments  
November and December, 1978

AGRICULTURE

Plant & Soil Science	
Assistant Professor	1

ARTS AND SCIENCES

Biological Sciences	
Visiting Lecturer (Adj.)	4

Mathematics	
Visiting Professor	1

Physics	
Adjunct Professor	1

ENGINEERING

Architecture	
Visiting Lecturer (Adj.)	1

Industrial Engineering	
Visiting Assistant Professor	<u>1</u>

TOTAL	<u><u>9</u></u>
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TEXAS TECH UNIVERSITY  
Lubbock, Texas

Summary of Professorial Resignations  
November and December, 1978

6.

ARTS AND SCIENCES

Sociology	
Associate Professor	1

BUSINESS ADMINISTRATION

Professor	1
-----------	---

LAW

Associate Professor	<u>1</u>
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TOTAL	<u><u>3</u></u>
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TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Faculty and Professional Staff  
Appointments other than Professorial Ranks -  
November and December 1978

7.

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months or over</u>	<u>4.5 months or under</u>
1. Instructor -----	-0-	2
2. Instructor, Part-time (Non-student) --	-0-	1
3. Part-time Instructor (Grad. Student) -	-0-	2
4. Teaching Assistant -----	<u>1</u>	<u>7</u>
TOTAL	<u><u>1</u></u>	<u><u>12</u></u>

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Official Travel  
November and December, 1978

8.

Out-of-State Travel Leaves:

1. Purpose of Leaves Summarized into Four Groups:	<u>Number</u>	
a. To Present an Original Research Paper -----	43	
b. To Attend a Professional Meeting -----	187	
c. Trip in Conjunction with Research Project -----	20	
d. Trip Required in Performance of University Duties ----	<u>50</u>	
Total -----	<u>300</u>	
2. Estimated Expenses and Source of Funds to be Used:	<u>Number</u>	<u>Estimated Amount</u>
a. From State Appropriated Funds -----	154	\$47,530.52
b. From Auxiliary Accounts -----	25	15,846.00
c. Gifts, Grants and/or Contract Research -----	121	39,120.71
d. From Current Restricted Funds -----	-0-	-0-
e. From Museum -----	-0-	-0-
f. From Revolving Funds -----	-0-	-0-
g. From Agency Funds and Other Sources -----	-0-	-0-
h. From Unappropriated Funds -----	-0-	-0-
Total -----	<u>300</u>	<u>\$102,497.23</u>

Contracts

S. E. Cone, Jr. - Oil and Gas Lease

9. a. The following Oil and Gas Lease with S. E. Cone, Jr. is entered for information purposes. Execution of this Agreement was authorized in the Board meeting of December 1, 1978, Item M43.

Texas Tech University  
Lease No. 1

OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 1st day of December, 1978, by and between Board of Regents, Texas Tech University, Lubbock, Texas, hereinafter called "Lessor", and S. E. Cone, Jr., Lubbock, Texas, hereinafter called "Lessee".

WITNESSETH: That, for and in consideration of the sum of twelve thousand six hundred twenty four Dollars (\$12,624), receipt of which is hereby acknowledged, and of the royalties herein provided and the agreements of Lessee herein contained, Lessor does hereby grant, lease and let exclusively unto Lessee, its successors and assigns, all of the land hereinafter described, together with any reversionary rights therein for the purpose of exploring by geological, geophysical and all other methods, and of drilling, producing and operating wells for the recovery of oil and gas that may be produced from any well on the leased premises including primary, secondary, tertiary, cycling, pressure maintenance methods of recovery, and all other methods, whether now known or unknown, with all incidental rights thereto, and to establish and utilize facilities for surface and subsurface disposal of salt water and to construct, maintain and remove roadways, tanks, pipelines, electric power and telephone lines, machinery and structures thereon, to produce, store, transport, treat and remove all substances described above, and the products therefrom, together with the right of ingress to and from said land and across any other adjoining land owned by Lessor. The land hereby leased is situated in the County of Lubbock, State of Texas, and is described as follows:

Lessor's undivided 1/4 interest in and to all of the oil and gas in -

The East 1/2 of Survey No. 20, Block X, Lubbock County,  
consisting of 320 acres, more or less.

The West part of Survey No. 44, Block D-7, Lubbock County,  
consisting of 328 acres, more or less.

All of Survey No. 45, Block D-7, Lubbock County, consisting of 334 acres, more or less.

All areas are subject to Easements of Record.

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease. However, the Lessee must receive in writing from the Lessor prior approval to do any exploration or other work permitted in this lease in an area of agriculture research located in the Northwest corner of Survey No. 45, Block D-7, Lubbock County. The area runs approximately 3,740 feet along the North line and is approximately 851 feet deep to the South. The bonus money paid for this lease is in gross, and not by the acre, and shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 982 acres, whether actually more or less, and such land is hereinafter referred to as the "leased premises".

TO HAVE AND TO HOLD the leased premises for a term of five (5) years from the effective date of January 1, 1979, hereinafter called "primary term", and as long thereafter as oil and gas, or either of them, are produced from the leased premises.

In consideration of the premises, it is hereby agreed as follows:

1. ROYALTY ON OIL. Lessee shall deliver to Lessor, at the well or to the credit of Lessor in the pipeline to which the well may be connected, twenty percent of all oil and other liquid hydrocarbons produced and saved from the leased premises.

2. ROYALTY ON GAS. Lessee shall pay to Lessor as royalty on gas, including casinghead gas or other gaseous substances produced from said land and sold on or off the premises, twenty percent of the net proceeds at the well received from the sale thereof, provided that on gas used off the premises or by Lessee in the manufacture of gasoline or other products therefrom, the royalty shall be the market value at the well of twenty percent of the gas so used; as to all gas sold by Lessee under a written contract, the price received by Lessee for such gas shall be conclusively presumed to be the net proceeds at the well or the market value at the well for the gas so sold.

3. OIL AND GAS ROYALTIES. These royalties shall be paid to the General Land Office in Austin, Texas, to the credit of the Lessor on or before the last day of each month during the life of the rights purchased. The books of the Lessee pertaining to this lease shall be subject to the inspection and examination by the Lessor or any duly authorized representative of the Lessor.

4. SHUT-IN GAS ROYALTY. If at any time, or from time to time, either before or after the expiration of the primary term of this lease, there is any gas well on the leased premises which is capable of producing in paying quantities, but which is shut-in before or after production therefrom, such well shall be considered under all provisions of this lease as a well producing gas in paying quantities and this lease shall remain in force in like manner as though gas therefrom was actually being sold or used. In such event, Lessee covenants and agrees to pay Lessor, as royalty the sum of four hundred eighty Dollars (\$480) per annum for the period commencing on the date such well is actually shut-in, unless this lease is being maintained in force and effect by some other provision hereof. Payment or tender shall be sent to the General Land Office in Austin, Texas, to the credit of the Lessor. The first payment shall be due and payable on or before ninety (90) days after the date such well is shut-in, or ninety (90) days from the date this lease ceases to be maintained in force by some other provision hereof. Unless gas from such well is produced and sold or used prior thereto, except temporary sales, or use for lease operations, subsequent payments shall be due annually thereafter on the anniversary date of the period for which such prior payment was made. No additional payments shall be required if there is more than one shut-in gas well on the leased premises. The term "gas well" shall include wells capable of producing natural gas condensate, or any gaseous substance, and wells classified as gas wells by any governmental authority having jurisdiction.

5. DELAY RENTAL. If operations for drilling on the leased premises are not commenced on or before one (1) year from the date of this lease, as set forth above, this lease shall terminate as to both parties unless on or before one (1) year from the date of this lease, Lessee shall pay or tender to the Lessor a rental of two Dollars (\$2.00) per acre annually which shall cover the privilege of deferring commencement of such drilling operation for a period of twelve (12) months from the expiration of said one (1) year period. In like manner and upon like payments or tenders annually, the commencement of such operations may be deferred for successive periods of the same number of months, during the primary term. Payments or tenders will be made to the General Land Office in Austin, Texas, to the credit of the Lessor. Mailing of rental on or before the rental paying date shall be deemed a timely tender thereof and shall preclude the termination of this lease.

6. DRILLING OPERATIONS. No drilling operations may be conducted within 300 feet of any building on the land without the consent of the Lessor. Also, such operations shall in no way interfere with the use of the land for University purposes and shall not cause abandonment of the property or its use for farm and experimental purposes.

If Lessee should drill and abandon as a dry hole a well on the leased premises, or if after the discovery of oil or gas, the production thereof should cease from any cause, and, in either event, there are no other producing wells on the leased premises or drilling or reworking operations are not being conducted thereon, this lease shall not terminate if Lessee commences

reworking or additional drilling operations on the leased premises within sixty (60) days thereafter or, if it be within the primary term, Lessee commences or resumes working on or before the rental paying date next ensuing after the expiration of ninety (90) days from the date of such abandonment or cessation of production. If such abandonment or cessation of production occurs at any time during the last fifteen (15) months of the primary term, no rental payment or drilling operations are necessary to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, oil and gas are not being produced from the leased premises but Lessee is then engaged in operations for drilling or reworking of any well, this lease shall remain in force so long as such drilling or reworking operations are prosecuted, or reworking operations on any well or additional drilling operations are conducted on the leased premises with no cessation of more than sixty (60) consecutive days, and if such operations result in production, then as long thereafter as such production continues.

7. USE OF OIL, GAS AND WATER FOR OPERATIONS. Lessee shall have the free use of oil, gas and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder. If usable gas is produced by Lessee, he will make such gas available to Lessor on the leased premises for the purpose of running Lessor's irrigation well pumps and/or heating Lessor's buildings, all at no cost to Lessor. The royalty on oil and gas shall be computed after deducting the amount so used.

8. REMOVAL OF EQUIPMENT. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed on the leased premises by Lessee, including the right to withdraw and remove all casing except for waterwells. (See 10. (g)).

9. ASSIGNMENT OR CHANGE OF OWNERSHIP. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. All assignments must be filed in the General Land Office within 100 days accompanied by 10¢ per acre for each acre assigned. Such assignment shall not be effective until filed and payment made. No change or division in the ownership of the land, rentals or royalties, however accomplished, shall be binding upon Lessee for any purpose and shall not impair the effectiveness of any payment theretofore made by Lessee (irrespective of whether Lessee has either actual or constructive knowledge thereof) until sixty (60) days after such person acquiring any interest has furnished Lessee with the instrument or instruments or certified copies thereof, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a segregated portion of the land covered by this lease, the rentals payable hereunder shall be apportioned as between the several leasehold owners, ratably, according to the surface area of each, and a default in rental payment by one Lessee shall not affect the rights of other leasehold owners hereunder who make due payments of rentals. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of all obligations hereunder.

10. OTHER PROVISIONS. It is specifically understood and agreed that notwithstanding any other provision of this lease to the contrary the following special provisions will apply:

- (a) The operations of the Lessee on the leased premises and his operations on other land of the Lessor shall be conducted in such manner that the Lessee shall prevent the contamination of any and all waters in, under or on said land whether in surface tanks or any other type of storage, in creek beds or river beds, and any and all surface and subsurface water bearing strata or formations by virtue of Lessee's drilling, development and production operations. Lessee shall prevent contamination of the surface of the above described land from salt water or other contaminating substance flowing over or seeping on to such land because of Lessee's operations. Lessee shall fence out all drilling site and slush pits or other pits which the Lessee may create, or cause to be located on such land so that the fluids therein or damaging substances thereof shall be wholly unavailable to livestock being grazed upon the above described land or any part thereof. Any salt water produced from wells drilled under this lease shall be injected into non-oil and gas bearing formations located below the fresh water bearing formations. Lessee will also provide protection from draining as provided in subchapter 109.76 of the Texas Education Code and may forfeit all rights for noncompliances.
- (b) Each tank battery shall have a dike built around the location of sufficient size and height to hold all oil which can be stored in the tank battery.
- (c) Each drill site shall be cleaned and leveled by the Lessee as soon as reasonably possible after the completion of each well in such manner that the land will be returned to its former condition as nearly as possible under the circumstances.
- (d) No road shall be made, used or constructed without first securing the consent of the Lessor as to the location or use of such road. All roads and locations made, used or constructed by the Lessee shall be terraced in such manner as to best control and prevent erosion.
- (e) Lessee will pay for all damages caused by his operations to the land, growing crops, and livestock on said land.
- (f) The Lessee shall cement and properly plug all abandoned oil and/or gas wells, all core holes, and all seismographic exploration holes drilled by the Lessee on the above described land.

- (g) All water wells that may be drilled by the Lessee, his heirs or assigns, on the above described land will be properly cased, capped, plainly marked and properly identified and left for the use of the Lessor.
- (h) In the construction of roads, tank batteries and drilling locations and such other operations as may be carried on by the Lessee under this lease, the Lessee, his heirs or assigns, shall construct terraces at all cuts made in any canyon or hillside, so as to prevent erosion insofar as possible.
- (i) The Lessor does not warrant the title, either express or implied.
- (j) The Lessee shall not have the right to pool or unitize this land with any other tract of land without Lessor's prior written consent.
- (k) Lessee shall not use water from Lessor's wells, water pipelines and storage tanks. Lessee shall not use potable water found on the land covered by this lease for secondary recovery operations.

11. LESSOR INTEREST CLAUSE. If Lessor does not own, or have the right to lease, the entire mineral interest in the land described above, then the royalties, rentals, and any other sums payable hereunder, shall be reduced and payable only in the proportion that the interest covered by this lease bears to the entire mineral interest in the above described land.

12. SURRENDER. Lessee, its successors and assigns, shall have the right at any time, to surrender this lease, in whole or in part, by delivering or mailing a release to the Lessor accompanied by payment of \$1 for each area surrendered and by placing a release of record in the county, or counties, in which the leased premises are situated. Lessee shall not be relieved from any past due obligations of this lease as to the acreage so surrendered.

13. PARTIES BOUND. This lease and all of the rights, obligations and conditions hereof shall be binding upon each party executing this instrument and his heirs, devisees, successors and assigns. Should any party named above as Lessor fail to execute this lease, or should any party execute this lease who is not named above as a Lessor, it shall nevertheless be binding upon the party or parties executing the same.

14. HEADINGS FOR CONVENIENCE. The paragraph headings herein are for convenience only and shall not be considered or construed to limit the subject matter of any paragraph.

IN WITNESS WHEREOF, we sign the day and year first above written.

ATTEST:

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

/s/ Freda Pierce  
Freda Pierce, Secretary

/s/ Robert L. Pfluger  
Robert L. Pfluger, Chairman

STATE OF TEXAS       X  
                          X  
COUNTY OF LUBBOCK   X

Before me, the undersigned authority, on this day personally appeared Robert L. Pfluger, Chairman of the Board of Regents of Texas Tech University known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office, this 11 day of December,  
1978.

/s/ G. M. Fielding  
Notary Public in and for G.M. Fielding  
Lubbock County, Texas

\*\*\*\*\*

C. B. Thompson Construction Co. - Electrical Engineering Instructional and Research Addition

9. b. The following Contract No. 240 with C. B. Thompson Construction Company in the amount of \$1,764,202 for construction of an Instructional and Research Addition to the Electrical Engineering Building, is entered for information purposes. Execution of this contract was authorized in the Board meeting of December 1, 1978, Item M47.

Contract No. 240

AGREEMENT

made this fifth day of December in the year Nineteen Hundred and Seventy Eight.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Robert L. Pfluger, Chairman of the Board of Regents, the Owner, and C. B. Thompson Construction Company, Lubbock, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the construction of an Instructional and Research Addition to the Electrical Engineering Building.

ARTICLE 3

ARCHITECT

Howard Schmidt and Associates, Lubbock, Texas.

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 450 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$280 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of:

One million seven hundred sixty four thousand two hundred  
and two dollars (\$1,764,202).

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, recommended by the Architect, and approved by Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

#### ARTICLE 7

##### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect.

#### ARTICLE 8

##### MISCELLANEOUS PROVISIONS

Terms used in this Agreement which are defined in the Conditions of the Contract shall have the Meanings designated in those Conditions.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

	<u>Pages</u>
Table of Contents	3
Notice to Bidders	1
Information to Bidders	3
Proposal	3
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	4
Wage Scale	5
Uniform General Conditions	24
Supplementary General Conditions	7
Specifications, Divisions 1 thru 10, 14, 15 & 16	
Drawings: Dated 10/30/78	
Architectural	SP 1 thru A30
Structural	S-1 thru S-11
Mechanical	MPE thru M-10
Plumbing	P-1 thru P-10
Electrical	E-1 thru E-14
Addendum No. 1 thru 4	

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$1,146,731 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

CONTRACTOR  
C. B. THOMPSON CONSTRUCTION COMPANY

/s/ Robert L. Pfluger  
Robert L. Pfluger, Chairman

By /s/ Terry Thompson

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

\* \* \* \* \*

Anthony Mechanical, Inc. - Electrical Engineering Building - Utility Tunnel  
for Instructional and Research Addition

9. c. The following Contract No. 239 with Anthony Mechanical, Inc. in the amount of \$228,600 for construction of a utility tunnel for the Instructional and Research Addition to the Electrical Engineering Building, is entered for information purposes. Execution of this contract was authorized in the Board meeting of December 1, 1978, Item M48.

Contract No. 239

AGREEMENT

made this fifth day of December in the year Nineteen Hundred and Seventy Eight.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Robert L. Pfluger, Chairman of the Board of Regents, the Owner, and Anthony Mechanical, Inc., Lubbock, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the construction of a Utility Tunnel for the Instructional and Research Addition to the Electrical Engineering Building.

ARTICLE 3

ARCHITECT

Office of New Construction, Texas Tech University and Fanning, Fanning, and Agnew, Inc., Consulting Engineers.

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 185 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$140 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of:

Two hundred twenty eight thousand six hundred dollars (\$228,600)

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, recommended by the Architect, and approved by Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentage thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

#### ARTICLE 7

##### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect.

#### ARTICLE 8

##### MISCELLANEOUS PROVISIONS

Terms used in this Agreement which are defined in the Conditions of the Contract shall have the Meanings designated in those Conditions.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

	<u>Pages</u>
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Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	4
Wage Scale	3
Uniform General Conditions	19
Supplementary General Conditions	19
Specifications, Divisions	1, 2, 3, 15 & 16
Drawings: Dated 11/1/78	
Sheets 1 thru 6	
Addendum No. 1 thru 2	

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$116,600 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

CONTRACTOR  
ANTHONY MECHANICAL, INC.

/s/ Robert L. Pfluger  
Robert L. Pfluger, Chairman

By /s/ W. R. Anthony, Pres.

ATTEST:

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

By /s/ Arthur E. Crouk, Sec.

\* \* \* \* \*

Contract of Employment - Dr. Cecil Mackey

9. d. The following Contract of Employment with President Cecil Mackey is for information and complies with recording as specified in the Regents Rules and Regulations.

CONTRACT OF EMPLOYMENT

This agreement is made and entered into this 29th day of September, 1978, by and between Texas Tech University and Texas Tech University School of Medicine, hereinafter called "Universities" and Dr. Cecil Mackey, hereinafter called "Dr. Mackey."

Both parties hereby recognize that Dr. Mackey is employed by the Universities under a contract dated the 8th day of July, 1977, and it is understood and agreed that such contract be and the same is hereby cancelled effective the 31st day of August, 1978, and this agreement is made and entered into and substituted in lieu thereof.

Both parties hereto mutually agree that for and in consideration of the mutual benefits and consideration received or to be received by the respective parties that Dr. Mackey is employed by the Universities upon the terms, conditions, stipulations, covenants, and agreements as follows:

Employment as Chief Executive Officer

Dr. Mackey is and shall continue as President and Chief Executive Officer of the Universities effective the 1st day of September, 1978, to serve thereafter at the will and pleasure of the Board of Regents until duly terminated by such Board.

Retirement and Insurance Benefits

Dr. Mackey shall be entitled to participate in applicable retirement and insurance programs available to other officers, professional staff and employees of Texas Tech University. Contributions by the State of Texas and the Universities for Dr. Mackey's participation in such programs shall be in accordance with applicable state statutes, University rules and regulations governing such contributions and participation.

Faculty Appointment

Upon coming to Texas Tech University and Texas Tech University School of Medicine as Chief Executive Officer, Dr. Mackey was appointed Professor of Law with tenure in the Texas Tech University School of Law. This appointment was effective September 1, 1976 and continues, subject to the policies, rules, regulations and any other changes or amendment thereto of the Board of Regents of Texas Tech University concerning rights, privileges, obligations and duties of tenured personnel within Texas Tech University.

Should either party terminate Dr. Mackey's employment in the position as President and Chief Executive Officer of the Universities, then in such event he shall assume the duties of Professor of Law and shall be paid a salary not

less than the annualized average amount paid to the five highest professors of law in the Texas Tech University School of Law as of the effective date of his change of duty assignment, however, the Board may in its sole discretion designate a salary commensurate with his duties in excess of the above defined minimum figure. In this connection, salary, residence and other matters herein relating to the position of President and Chief Executive Officer shall terminate.

#### Residence of President and Chief Executive Officer

As a condition of Dr. Mackey's employment as President and Chief Executive Officer of the Universities, he is hereby required to reside on University properties in the official residence of the University President for the convenience of the Universities, use such properties for necessary and proper functions of the Universities, maintain an office thereon with telephone extension service from the President's Office in the executive suite in the Administration Building on the Lubbock campus properties and use such properties as a part of the official performance of his duties as President by holding official functions and other matters relative to the position he occupies.

#### Other Matters

Automobile with Insurance and Maintenance - As a condition of his employment and in order for him to properly discharge the duties of his office, the President is required to use an automobile furnished by the Board in his capacity as President and Chief Executive Officer. In this connection the Board shall determine the model, make, type and style of automobile and the appropriate amount of insurance, however, such insurance shall include the usual features such as fire and casualty, collision, public liability, personal liability, injury, and medical payment features to adequately protect the various interests of the parties; maintenance shall also include warranty items, if any, and other items of repair to the vehicle.

#### Performance

In this connection, Dr. Mackey agrees to devote his time, labor, effort and attention, in good faith, to conduct and perform the duties assigned to him in his appointment and employment agreement.

#### Salary and Other Matters

Dr. Mackey shall be remunerated for services rendered as President and Chief Executive Officer at a salary based on an annual rate of \$63,000 per year, beginning September 1, 1978, payable monthly as the same accrues. In this connection, the Board shall review the salary and other matters of the President and Chief Executive Officer each year prior to the subsequent fiscal year of the Universities and the date for execution of annual budget and payroll documents.

Representations

Both parties hereto agree and acknowledge that neither of them has made any representation with respect to the subject matter of this agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein and both parties further agree that no waiver or modification of this agreement or of any covenant, condition, or limitation herein shall be valid unless in writing and duly executed by the respective parties.

Signed and executed this 29th day of September, 1978.

/s/ Cecil Mackey  
Cecil Mackey

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

/s/ Robert L. Pfluger  
Robert L. Pfluger, Chairman  
Board of Regents  
Texas Tech University

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

/s/ Robert L. Pfluger  
Robert L. Pfluger, Chairman  
Board of Regents  
Texas Tech University School of Medicine

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