

TEXAS TECH UNIVERSITY
LUBBOCK, TEXAS
MINUTES OF BOARD OF REGENTS MEETINGS
1979 - 1980
VOLUME I

MINUTES OF
BOARD OF REGENTS MEETING
October 5, 1979

TEXAS TECH UNIVERSITY
AND
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
Lubbock, Texas

Board of Regents Meeting
October 5, 1979

M1. The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center met in regular session October 5, 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. J. Fred Bucy, Vice Chairman, Mr. Clint Formby, Mr. Roy K. Furr, Dr. Nathan C. Galloway, Mr. Joe Pevehouse, Mr. James L. Snyder, Mr. Lee Stafford, and Mr. Don R. Workman. University officials and staff present were: Dr. L. L. Graves, Interim President; Dr. Glenn E. Barnett, Vice President for Planning; Dr. Richard A. Lockwood, Vice President for the Health Sciences Center; Dr. Charles S. Hardwick, Vice President for Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Mr. Dan Williams, Interim Vice President for Finance and Administration; 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. Len Ainsworth, Associate Vice President for Academic Affairs; Dr. Marilyn E. Phelan, General Counsel; Ms. Linda Norris, Assistant General Counsel; Dr. George S. Tyner, Dean of the School of Medicine; Mr. Clyde J. Morganti, Assistant to the President; Mrs. Freda Pierce, Secretary of the Board; Dr. Gary Elbow, President of the Faculty Senate; Dr. Carl H. Stem, Dean of the College of Business Administration; Dr. J. R. Bradford, Dean of the College of Engineering; Dr. Harold Luce, Chairperson, Music Department; Mr. Walter Brown, New Construction; Mr. Mike Sanders, Assistant Director of Public Affairs; Ms. Sharon Nelson, Executive Secretary, Office of the President; Ms. Connie Bibus, Student Affairs Intern; Ms. Jane Brandenberger, Director, and Mr. Pat Broyles, Photographer, University News and Publications; Ms. Beverly Jones and Ms. Elizabeth Edwin, La Ventana.

Others present were: Mr. Bill Adling, Mr. Berwyn Tisdell, Tisdell & Adling, Architects; Mr. George Richie, Harwood K. Smith & Partners, Inc.; Ms. Phyllis Kinnison, Ms. Nelda Jobe and Ms. Elva Mitchell, National Secretaries Association; Ms. Ruthanne Brockway, Avalanche-Journal; Ms. Darlene Nichols, University Daily; Mr. Joe Gilbert and Mr. Larry Elliott, KCBT-TV; Mr. Bruce Thornton and Mr. Steve Burgess, KLBK-TV; Mr. Robert Hannon and Mr. Phil Pavlick, KAMC-TV; and Mr. Gary Hanson, President, Student Association.

M2. Mr. Pfluger called the meeting to order, and recognized Misses Elizabeth Edwin and Beverly Jones, co-editors of the La Ventana, who presented a complimentary La Ventana yearbook to each Regent.

M3. Mr. Pfluger then read the following statement: "The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center 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 meeting for Texas Tech University reconvened in open session at 10:52 a.m, having been recessed until the conclusion of the meeting for Texas Tech University Health Sciences Center. It was necessary for Mr. Furr to leave at this point.

M4. Upon motion made by Dr. Galloway, seconded by Mr. Workman, the Board approved the Minutes of the Board meeting of August 3, 1979.

M5. Upon motion made by Mr. Workman, seconded by Mr. Stafford, the Board approved items for Board approval or ratification, being Items 1 a through 2 b.

M6. Mr. Formby reported for the Academic and Student Affairs Committee. The following five items (M7 through M11) constitute action taken upon committee recommendation.

M7. Upon motion made by Mr. Formby, seconded by Mr. Workman, the Board approved the following: RESOLVED, that the Board of Regents approves the attached Academic Workload Policy and directs that it be placed in the Board of Regents Policy Manual; Attachment No. 1.

M8. Upon motion made by Mr. Formby, seconded by Mr. Workman, the Board approved the following: RESOLVED, that the Board of Regents confers emeritus status to the individuals whose names appear on the attached list; Attachment No. 2.

M9. Upon motion made by Mr. Bucy, seconded by Mr. Pevehouse, the Board approved the following: RESOLVED THAT, a separate Secretarial Administration major leading to a Bachelor of Business Administration degree be established; a major designed to prepare students for professional secretarial/administrative office careers; a major whose graduates are as prepared for the Certified Professional Secretary (CPS) examination as are the graduates of BA's Accounting major for the CPA examination; a major that gets the same level of positive visibility, advertising, and promotion that other BA majors get. Attention should be directed to such things as the TTU Catalog, printed materials distributed to students, and recruiting tours; a major for which counseling done in the BA Undergraduate Programs office is as positive as it is for other BA majors that are offered; a major whose students are not penalized because they take freshman and sophomore SA skills courses as freshmen and sophomores; a major whose faculty prepares the part of the TTU Catalog dealing with their major. Mr. Bucy prefaced the motion by explaining that a sincere effort to study this problem has been made by the Administration and others outside of the University, and he felt that it was now time to move forward on the matter.

M10. Dr. Graves handed out an enrollment report which reflected enrollment statistics of each college enumerating percentage of increase or decrease.

M11. Dr. Graves reported on the plans for Petroleum Engineering, and explained that the staff is at work on the priorities list.

M12. Mr. Snyder reported for the Public Affairs, Development and University Relations Committee. The two following items (M13 and M14) constitute action taken upon committee recommendation.

M13. Upon motion made by Mr. Snyder, seconded by Dr. Galloway, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves the following policy revision governing the procedures and practices for the processing of gifts effective as of this date and directs that it be included in the official Policy Manual of the Board of Regents; Attachment No. 3.

M14. Upon motion made by Mr. Snyder, seconded by Dr. Galloway, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves the following policy governing the formulation and coordination of programs and activities relative to the development of private sector support for the University effective as of this date and directs that it be included in the official Policy Manual of the Board of Regents; Attachment No. 4. Mr. Snyder then made the following statement: "The Board of Regents is fully cognizant of the need for private sector support to assist Texas Tech University and Texas Tech University Health Sciences Center in their continued advancement toward excellence. Moreover, the Board stands ready to be of assistance in the development of this support for the benefit of these institutions."

M15. Upon motion made by Mr. Snyder, seconded by Dr. Galloway, the Board approved the following: In recognition of an outstanding faculty in the Department of Philosophy, College of Arts and Sciences, Texas Tech University, and for purposes of providing scholarly leadership to the Institute for Studies in Pragmatism at Texas Tech University, through the direction, research, and teaching of the named professor by means of colloquia, seminars, lectures, and publications, it is recommended that the Board of Regents adopt the following resolution. NOW THEREFORE BE IT RESOLVED, that the Board of Regents of Texas Tech University accepts with grateful appreciation the anonymous gift and hereby establishes the Charles Sanders Peirce Professorship in Philosophy in the Department of Philosophy of Texas Tech University. BE IT FURTHER RESOLVED, that this resolution be spread upon the minutes of this meeting of the Board of Regents and a copy be sent to the donor. Mr. Snyder commented, "We cannot adequately express our appreciation for a gift such as this."

M16. Mr. Pfluger announced an additional \$25,000 donation to the Elo J. and Olga Urbanovsky Fellowship Endowment, and expressed appreciation on behalf of the Board for this generous gift.

M17. Mr. Bucy reported for the Finance Committee. He announced that the Attorney General had rendered the opinion that the President's home must be rebid, and it will be done. The following three items (M18 through M20) constitute action taken upon committee recommendation.

M18. Upon motion made by Mr. Bucy, seconded by Mr. Workman, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University

designates and empowers the following employee to sign and/or countersign checks drawn on the University's Financial Aids Cashier's Account in the First National Bank, Lubbock, Texas: Employee who may sign, Ronnie Glasscock, Assistant Director of Financial Aids, effective October 5, 1979 through August 31, 1980 or until such time as he is separated from the University or is assigned another responsibility.

M19. Upon motion made by Mr. Bucy, seconded by Mr. Workman, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University delegates the authority for approval and payment of all accounts covering expenditures for State appropriated funds and all other University controlled funds to Pat Sayles, Accountant I, effective October 5, 1979 through August 31, 1980 or until such time as she is separated from the University or assigned another responsibility.

M20. Upon motion made by Mr. Bucy, seconded by Dr. Galloway, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University adopts the attached Policy for Selection of Primary and Secondary Depositories effective as of this date and directs that it be included in the official Policy Manual of the Board of Regents; Attachment No. 5.

M21. The two following motions (M22 and M23) were presented by the Committee of the Whole.

M22. Upon motion made by Mr. Formby, seconded by Dr. Galloway, the Board approved the following: RESOLVED, that the system of numbering of items in the Board of Regents Policy Manual be revised as follows:

Numbering in Section B:
01 Board of Regents
02 General University Community
03 Faculty
04 Faculty and Staff
05 Staff Only
06 Students and Prospective Students.

M23. Upon motion made by Mr. Bucy, seconded by Mr. Formby, the Board approved the following: RESOLVED, that the Board of Regents will establish a standing Board committee to raise funds and endowments for Texas Tech University and Texas Tech University Health Sciences Center.

M24. Mr. Workman reported for the Campus and Building Committee. The following seven items (M25 through M31) constitute action taken upon committee recommendation.

M25. Upon motion made by Mr. Workman, seconded by Mr. Bucy, the Board approved the following: RESOLVED, that the bid of Pharr and Pharr Enterprises for the construction of dressing rooms in the Lubbock Coliseum in the amount of \$92,446 (TTU share) is accepted and that a contract be duly executed. RESOLVED, that the agreement with the City of Lubbock for the construction and use of dressing rooms at the south end of the Lubbock Coliseum is approved and that it be duly executed; Attachment No. 6.

M26. Upon motion made by Mr. Workman, seconded by Dr. Galloway, the Board approved the following: RESOLVED, that the bid of Mike Klein, General Contractor, Inc., for the final construction phase of the Goddard Range and Wildlife Management Building in the amount of \$198,470 is accepted and that a contract be duly executed.

M27. Upon motion made by Mr. Workman, seconded by Dr. Galloway, the Board approved the following: RESOLVED, that authorization is given the President to proceed with planning for the renovation and addition to the Athletic Offices at the south end of Jones Stadium.

M28. Upon motion made by Mr. Workman, seconded by Mr. Stafford, the Board approved the following: RESOLVED, that authority is given the President to retain the firm of Roberts/Johnson to provide professional assistance to develop plans and specifications and provide supervision for the renovation of the structural system at Jones Stadium.

M29. The proposal to approve schematic plans and proceed with contract documents for the addition to the Music Building was postponed until the next Board meeting. The Board consented that the Coordinating Board could be notified of a probable proposal on the matter.

M30. Upon motion made by Mr. Workman, seconded by Mr. Snyder, the Board approved the following: RESOLVED, that August 24, 1979 is recorded as the completion date for the renovation of Sneed Hall, Phase II.

M31. Upon motion made by Mr. Workman, seconded by Dr. Galloway, the Board approved the following: RESOLVED, that authorization is given the President to proceed with the planning for the renovation and improvement of the utility tunnel distribution system.

M32. Mr. Bucy suggested that the Campus and Building Committee consider enlargement of the Board of Regents meeting room in order to accommodate a larger number of people. He commented that if more people can attend the meetings, the better understanding there will be on the campus.

M33. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

Attachments (October 5, 1979)

M1. Policy, Academic Workload. Item M7.

M2. Emeritus Status, Item M8.

M3. Policy, Acceptance of Gifts and Grants, Item M13.

M4. Policy, Development of Private Sector Support, Item M14.

M5. Policy, Selection of Primary and Secondary Depositories, Item M20.

M6. Contract, City of Lubbock, Dressing Rooms, Lubbock Coliseum. Item M25.

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 October 5, 1979.

(Mrs.) Freda Piercé, Secretary

SEAL

October 5, 1979

Academic Workload Policy

Faculty members in their normal academic assignments are expected to carry out a number of essential functions including the teaching of organized classes; academic advising and counseling; supervision of practica, internships and clinical teaching; directing individual study, theses and dissertations; curriculum development; scholarly work and research; and institutional and public service.

In compliance with Sections 51.402 and 51.403 of the Texas Education Code, this is to establish minimal teaching load requirements for faculty.

Responsibilities for assigning appropriate workloads shall rest with departmental chairpersons and deans; assignments are reviewed at the vice presidential level and reported to the President and Board of Regents each term.

Appropriate officers of the institution shall establish additional standards as necessary to meet the instructional needs of the University. Teaching responsibilities shall be in proportion to the portion of salary paid from funds appropriated for instructional purposes.

Each faculty member paid full time from the appropriations item "Faculty Salaries", and who engages in scholarly research and university related services is expected to teach an average minimum load each academic year of 9 semester credit hours of instruction in organized undergraduate classes per long term semester, with teaching load adjustments and equivalencies to be established by the appropriate university administrative officers according to the following regulations:

1. One semester credit hour of organized graduate instruction is equal to 1.5 semester credit hours of organized undergraduate instruction;
2. One semester credit hour of teaching in a large class (above 100) which requires extensive grading and written work is equal to 1.5 semester credit hours of organized undergraduate instruction;
3. One class contact hour of teaching in performance or activity courses which normally meet more hours per week than the semester credit hour designation of the course (e.g., clinical only, physical education activity, studio art and studio music courses) is equivalent to .5 semester credit hours of organized undergraduate class instruction;
4. One class contact hour of laboratory teaching (e.g., science laboratories) in courses which normally meet more hours per week than the semester credit hour designation of the course is equivalent to .67 semester credit hours of organized undergraduate class instruction.

5. Teaching credit to graduate student committee chairpersons only for master's thesis and doctoral dissertation direction shall be granted on the basis of .33 of the dissertation research course semester credit hours per doctoral student enrollment and .20 of the thesis research course semester hours per masters student enrollment.

6. Teaching credit for individual instruction classes (e.g., honors programs and individual research projects, student teaching supervision, clinical or intern supervision) shall be granted on the basis of .20 of the course semester credit hour designation for individual graduate instruction and .10 of the course semester credit hours designation for individual undergraduate instruction, per student enrolled;

7. Teaching load credit may be granted to a faculty member who coordinates several sections of a single course to the extent of 1 semester hour of load credit for 6 sections coordinated up to a maximum of 3 semester hours of teaching load credit;*

8. Teaching load credit may be granted for a faculty member who is a department chairperson, area coordinator or head of a comparable unit, up to a maximum of six hours of teaching load credit.*

9. Teaching load credit may be granted for a faculty member for academic advisement or significant temporary responsibilities relating to the institution as a whole, up to a maximum of 3 hours of teaching load credit.*

When a faculty member performs in more than one of the categories previously noted (e.g., a faculty member who teaches organized courses, directs master's theses, and supervises internships), the teaching load shall be proportioned among the categories, but the faculty members teaching load must be equivalent to the minimum of 9 semester credit hours of instruction in organized undergraduate courses to fulfill the minimum workload requirement. When more than one teacher teaches a single course, the teaching load credit shall be apportioned according to the effort expended.

A reduced teaching load may be granted temporarily if classes do not materialize because of insufficient enrollment and when additional classes cannot be assigned to the faculty member, although other academic work shall be assigned. This exception may be granted for two consecutive long term semesters for any particular faculty member.

It is the responsibility of each faculty member to teach in excess of the stated minimum requirement when such teaching is necessary to meet the university's obligation to its students. It is the responsibility of the chairpersons (or comparable academic administrators) and deans to distribute the workload as equitably as possible.

The Vice President for Academic Affairs shall monitor workload assignments and provide appropriate reports in accordance with state requirements.

*With prior approval of Dean and Academic Vice President

Faculty Granted Emeritus Status

October 5, 1979

William B. Arper, Professor of Geosciences
Nolan E. Barrick, Professor of Architecture
John P. Brand, Professor of Geosciences
Raymond H. Brogniez, Associate Professor of
Architecture
William G. Cain, Jr., Professor of Business
Administration
Orlo E. Childs, University Professor
Seymour V. Connor, Professor of History
Marquis L. Fowler, Professor of Agricultural
Economics
Everett A. Gillis, Professor of English
Clark Harvey, Professor of Plant and Soil
Sciences
Gene L. Hemmle, Professor of Music
Ramon W. Kireilis, Professor of Health, Physical
Education and Recreation
Dwight L. Kirk, Professor of Education
Pun-Kien Koh, Professor of Mechanical Engineering
Ivan L. Little, Professor of Philosophy
Thomas G. Manning, Professor of History
Evelyn I. Montgomery, Professor of Anthropology
George R. Philbrick, Professor of Health, Physical
Education and Recreation
Louis J. Powers, Professor of Mechanical
Engineering
Herman B. Segrest, Professor of Health, Physical
Education and Recreation
Margret R. Stuart, Associate Professor of
Chemistry
Frank M. Temple, Associate Director of Library
Services

Board of Regents Policy with Respect
to
The Acceptance of Gifts and Grants

Private sector gifts and grants are an indispensable element in the growth and development of Texas Tech University and as such represent a vast resource for the future of the institution.

It is recognized, however, that certain gifts and grants offered may be inconsistent with institutional needs or require additional support for which university resources are too limited to permit proper administration of the gift. It shall, therefore, be the responsibility of the President, or a member of his staff directly reporting to the President, to evaluate promptly any gift or grant tendered. If approved for acceptance, it shall be accepted and the donor appropriately notified of University appreciation. Formal acceptance of gifts and grants received shall be by Board action at its next meeting.

It shall further be the responsibility of the President and the appropriate staff officer to establish and administer procedures for the proper acceptance and acknowledgment of all gifts and grants, preparation of accurate and timely reports of all gifts and grants received and preparation of the gift docket to the Board of Regents.

Policy with Respect to Formulation and Development
of Private Sector Support

It is the intent of the Board of Regents of Texas Tech University to have a centralized service which will be primarily responsible for all programs and activities relating to the development of private sector support for the University and its components.

Authority for the final approval of all internal programs, activities, and procedures which originate on the campus by any person, group, or organization associated with the University for purposes of raising funds shall reside with the President and shall be delegated to the Office of Development and University Relations.

The Office of Development and University Relations shall assist in the coordination of the programs and activities of all groups and organizations affiliated with Texas Tech University for purposes of developing private sector support.

01-02-07.04 Selection of Primary and Secondary Depositories for Texas Tech University

It is the intent of the Board of Regents of Texas Tech University that only those banks selected as prescribed by this policy shall be used to deposit and safeguard any and all of the funds subject to the control of this Board and in compliance with all existing statutes.

(1) PRIMARY DEPOSITORY

- (A) A primary depository is defined as the bank or banks selected under this policy as the financial institution(s) in which all funds of the institutions, except as herein provided, are deposited for operating or investment purposes. The selection of primary depositories of the institutions shall be at the sole discretion of the Board from more than one written bid.

(2) SECONDARY DEPOSITORIES

- (A) Secondary depositories may be selected by the Vice President for Finance and Administration with the approval of the President as banks in which the institutions may maintain deposits temporarily, prior to transmittal to primary depositories.
- (B) As a general rule, no accounts in any secondary depository shall have a permanent balance in an amount greater than \$5,000 with the exception of a secondary depository, located in the city of Lubbock, in order to carry on day to day business.

STATE OF TEXAS X

COUNTY OF LUBBOCK X

AGREEMENT

This agreement is made and entered into by the City of Lubbock, a home rule municipal corporation, hereinafter referred to as "City," acting by and through its duly authorized Mayor, and by Texas Tech University, an educational institution of the State of Texas, hereinafter referred to as "Tech," acting by and through its duly authorized President;

WITNESSETH:

WHEREAS, the coliseum in the Lubbock Municipal Auditorium-Coliseum is used by Tech as its indoor sports arena by agreement with the City; and

WHEREAS, Tech's recent expansion of its athletic programs has resulted in the need for two additional dressing rooms, for the coliseum to remain adequate for Tech's use as an indoor sports arena; and

WHEREAS, the addition of these two dressing rooms would incidentally benefit the City in its operation of the coliseum,

NOW THEREFORE, the City and Tech do hereby agree as follows:

I.

General Provisions. The City authorizes Tech to construct or have constructed two additional dressing rooms in the coliseum of the Lubbock Municipal Auditorium-Coliseum, in accordance with the plans and specifications mutually agreed upon by the parties, subject to the remaining conditions and covenants of this agreement.

II.

Plans & Specifications. Tech will submit all plans and specifications for the proposed construction to the City for its approval, and no work shall be commenced until that approval has been forthcoming. Any amendments to the plans and specifications shall be similarly conditioned. The plans and specifications and any amendments thereto shall be incorporated into this agreement by reference and shall be conditions and covenants of this agreement.

III.

Consideration. The City will pay to Tech 18% of the total construction cost, or \$15,000.00, whichever is less, and Tech will pay the balance of the construction cost. Tech expressly covenants that in the event of cost overruns, it will not be barred by law from completing the project, and that it will complete the project as proposed or amended.

IV.

Payments. Tech shall have sole privity of contract with all laborers, contractors and other workmen, and shall make all payments due them. The City shall contribute its share upon demand by Tech. Tech shall have the options of segregating the City's contribution from its funds, allocating such amounts to any divisible portion of the job, and using separate contracts.

V.

Title. Legal title to all improvements shall remain with the City, subject to any rights of reverter which Tech may hold by separate agreement. Tech shall hold equitable title in the two dressing rooms, proportional to their contributions to the construction cost, and Tech shall never be charged an increase in rental solely attributable to the dressing room improvements, other than for operating expenses.

VI.

Permits. Tech covenants that all work will be done in a good and workmanlike manner and in accordance with all City codes. Tech further covenants that it will require all laborers, contractors and other workmen to obtain appropriate construction permits from the City.

VII.

Completion. Tech covenants that it will have the job materially completed and substantially ready for occupancy by January 1, 1980.

VIII.

Injuries. Tech covenants that it will hold the City harmless for any damages, injuries or other liabilities arising at the construction site, whether to Tech employees, workmen or to others present at the job site.

IX.

Liens. Tech covenants that no liens shall be filed against City property, and should any attach, Tech will have them released at its expense within five days time.

X.

Inspection. The City shall retain the right to inspect the job site and the work thereon at its convenience for the purpose of determining compliance with the other terms of this agreement.

XI.

Place of Performance. The place of performance of this agreement shall be Lubbock County, Texas.

Approved and executed this _____ day of _____, 1979.

Attest:

Texas Tech University

Secretary, Board of Regents

Chairman, Board of Regents

Approved and executed this _____ day of _____, 1979.

Attest:

City of Lubbock

City Secretary

Mayor

Approved as to Content:

Director of Community Facilities

Approved as to Form:

Assistant City Attorney

TEXAS TECH UNIVERSITY
Lubbock, Texas

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TEXAS TECH UNIVERSITY

Lubbock, Texas

FOR BOARD ACTION OR RATIFICATION

Personnel Matters

Commissioning of Peace Officers

1. a. Commission as Peace Officers the following persons effective the date indicated, 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.

<u>Name</u>	<u>Date</u>
Billy Wayne Todd	September 1, 1979
Nieves F. Garcia	September 1, 1979
Clifton Dwane Riggs, Jr.	September 6, 1979
Frank Gregory Gelsone	September 8, 1979

B & M Vending Company - Concession Contract

2. a. Ratify the following Agreement, Contract No. 272, with B & M Vending Company for the purpose of vending candy, snacks, cigarettes and other foods. Execution of this contract was authorized in the Board meeting of August 3, 1979, Item M200.

Contract No. 272

AGREEMENT

made this 17th day of August in the year of Nineteen Hundred and Seventy nine

BETWEEN

Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center, Lubbock, Lubbock County, Texas, acting by and through Robert L. Pfluger, Chairman, hereinafter referred to as "University" and B & M Vending Company, Lubbock, Texas, hereinafter referred to as "Vendor".

WHEREAS, the Vendor is desirous of making available to Texas Tech University and Texas Tech University Health Sciences Center the concession vending of candy, snacks, pastries, hot coffee and chocolate, milk, chocolate milk, refrigerated and hot sandwiches, hot canned foods and cigarettes for the purpose of sale on the premises of the University located at Lubbock, Texas;

NOW THEREFORE, in consideration of the premises and promises herein contained, the parties agree that:

1. The Vendor will install on the premises of the University at locations specified by the University the following minimum number of vending machines:

Candy, Snacks and Pastries	140 machines
Hot Coffee and Chocolate	7 machines
Milk, Chocolate Milk, etc.	6 machines
Hot and Cold Sandwiches	5 machines
Hot Canned Food	5 machines
Cigarettes	17 machines

All machines installed must be of adequate size and must be new or a relatively recent model so as to compare favorably in appearance and performance with the best machines available. The University may require some machines to match decor of machines for various other products. No vending machine may exceed a noise level of 72 decibels while in operation. By mutual consent, additional machines over and above the minimum specified above may be installed. The University reserves the right to install vending machines at any location where the Vendor will not agree to place a machine.

All electrical and water outlets required shall be installed by the University and the installation charges shall be reimbursed by the

Vendor. Upon the completion of the installation of these services, the title and responsibility for proper operation of these services shall rest with the University. The University will furnish to the Vendor, without cost, electrical energy and water.

2. All items sold must be approved by the University in advance of sale.

Selling price of all products shall be as follows:

Candy	20¢ thru 30¢ (a)
Snacks and Pastries	25¢ thru 40¢ (a)
Coffee and Hot Chocolate	20¢ per 7 oz. cup
Milk, Chocolate Milk, etc.	25¢ Half Pint
Hot and Cold Sandwiches	50¢ to 95¢ (a)
Hot Canned Foods	40¢ to 70¢ 7 oz. or or larger (a)
Cigarettes	75¢ per pack (a)

(a) Selling price must be approved by the University.

3. Subject to the conditions outlined in Paragraph 10 hereof, title to the vending machines shall remain the property of B & M Vending Company. The Vendor shall install the machines in conformity with all federal, state and local building, health and other applicable laws.
4. The Vendor shall have the right to enter upon the premises of the University at all reasonable times for the purpose of servicing and inspecting said machines and for removal of such machines upon the termination of this Agreement. The Vendor shall service the machines as many times per day as necessary to keep the vending machines properly supplied and in good working order.

Vendor will park his vehicles in service areas at each building, or at other places designated or approved by the University.

It is understood that the machines in the women's residence halls will be serviced from 10 a.m. to 4 p.m. or at other times acceptable to the University.

The Vendor shall be required to keep the vending machines and the areas adjacent thereto in neat and sanitary condition at all times. The Vendor shall protect University property during the servicing of machines.

5. All approved items supplied by the Vendor shall conform in all respects to all state and national laws relating to the adulteration of food and drink and, in all respects, shall be suitable for human consumption; and the Vendor will indemnify the University for all or any damage suffered by it for breach of such warranty, or for any other loss, cost and expense as a result of any claim, demand or litigation arising out of or pursuant to the Agreement, except the independent actions of third parties.

6. The Vendor will indemnify the University against any damage or claims arising from the negligence of the Vendor, its agents or employees. In addition, the Vendor will be required to carry property damage and public liability insurance in appropriate amounts as agreed with the University.
7. The University will promptly notify the Vendor in writing of any claims made against it arising out of a breach of said warranty, and such claim shall be handled by the Vendor. In the event of a suit on a claim, the University shall promptly forward to the Vendor every summons or other process. The Vendor shall have a right to defend, adjust or settle any such claims. No expense shall be incurred and no settlement shall be attempted without the Vendor's written consent.
8. The vending concession herein granted to the Vendor shall be exclusive on the campus of Texas Tech University and Texas Tech University Health Sciences Center at Lubbock, Texas, with the following exceptions which are locations in which the concession herein granted shall not apply: University Center Building, Stadium Game Sales, Bookstore, Residence Halls Snack Bars and Dining Halls, and at infrequent events on the campus where vending machines are not suitable.
9. In view of the considerations herein contained, the following distribution of gross sales and guarantee will be made:

<u>Product</u>	<u>Paid to University</u>
Candy, Snacks and Pastries	15% of gross sales
Coffee and Hot Chocolate	25% of gross sales
Milk, Chocolate Milk, Orange and other drinks	10% of gross sales
Hot and Cold Sandwiches	8% of gross sales
Hot Canned Foods	10% of gross sales
Cigarettes	13¢ per pack

Guarantee for the period 8/26/79 to 8/25/81

\$84,570.00

10. Settlement shall be made on a monthly basis. The Vendor agrees to submit monthly sworn statements to the University showing proper accounting details reflecting the sales activity of this Agreement. The reports will include sales of specific locations within the Residence Halls, Health Sciences Center and other locations. These reports will be submitted within fifteen (15) days after the end of the month. Simultaneously with the submission of a sworn

statement, the Vendor will make payment as stipulated in Paragraph 9 above. The Vendor shall render such reports in a manner acceptable to the University and shall further permit the University to make any reasonable auditing check which they may desire of the operation.

The amount of the minimum guarantee shall accrue to the University and be payable one-twenty fourth each month, with excess payments in any month over and above the minimum guarantee to be credited against the accumulated minimum guarantee. The University shall retain a lien on the machines, pending payment of the guarantee or any balance due under this Agreement.

11. This Agreement shall become effective August 26, 1979, and shall expire on August 25, 1981. It may be continued year by year thereafter with mutual agreement of both parties. In the event the retail prices need to be increased beyond the perimeters set forth in paragraph 2 above, the Vendor has the right to request a revision of this contract. It may be renegotiated by the President of the University or his designated representative and if a mutually satisfactory revision cannot be reached, the contract may be cancelled by either party with ninety (90) days written notice to the other party.
12. The University reserves the right to cancel this Agreement on ten (10) days written notice if the Vendor fails to comply with any of the foregoing stipulations.
13. This Agreement is not transferable or assignable except upon written approval of the University.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lubbock, Texas, in triplicate, each of which shall be considered an original by their duly authorized officer.

BOARD OF REGENTS
TEXAS TECH UNIVERSITY
AND
BOARD OF REGENTS
TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

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

B & M VENDING COMPANY

By /s/ Eugene Roberts

Coca-Cola Bottling Company - Concession Contract

2. b. Ratify the following Agreement, Contract No. 273, with Coca Cola Bottling Company for the purpose of vending soft drinks. Execution of this contract was authorized in the Board meeting of August 3, 1979, Item M200.

Contract No. 273

AGREEMENT

made this 17th day of August in the year of Nineteen Hundred Seventy nine

BETWEEN

Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center, Lubbock, Lubbock County, Texas, acting by and through Robert L. Pfluger, Chairman, hereinafter referred to as "University" and Coca Cola Bottling Company, Lubbock, Texas, hereinafter referred to as "Vendor".

WHEREAS, the Vendor is desirous of making available to Texas Tech University and Texas Tech University Health Sciences Center soft drink vending machine sales on the premises of the University located at Lubbock, Texas:

NOW, THEREFORE, in consideration of the premises and promises herein contained, the parties agree that:

1. The Vendor will install, operate and service on the premises of the University a minimum of 174 vending machines dispensing Coca Cola and Dr. Pepper soft drinks in 10 oz. returnable bottles, a minimum of one (1) vending machine dispensing the same drinks and ice in 9 oz. cups and a minimum of two (2) can dispensing machines with 12 oz. cans. Other soft drinks may be sold upon mutual agreement with the University. All machines must be adequate in size and shall be new or relatively recent models so as to compare favorably in appearance and performance with the best machines available. The University may require some vending machines to match decor of machines for other products. No vending machine may exceed a noise level of 72 decibels while in operation.
2. Subject to the conditions outlined in Paragraph 10 hereof, title to the vending machines shall remain the property of the Vendor. The Vendor shall install the machines in conformity with all federal, state and local building, health and other applicable laws. All electrical and water outlets required shall be installed by the University and the installation charges shall be reimbursed by the Vendor. Upon the completion of the installation of these services, the title and the responsibility for proper operation of these services shall rest with the University. The University will furnish to the Vendor, without cost, electrical energy and water.
3. The Vendor shall have the right to enter upon the premises of the University at all reasonable times for the purpose of servicing and

inspecting said machines and for removal of such machines upon the termination of this agreement. The Vendor shall service the machines as many times per day as necessary to keep the vending machines properly supplied with soft drinks and in good working order. The Vendor shall be required to keep the vending machines and the areas adjacent thereto in neat and sanitary condition at all times. The Vendor is to service the machines with the least amount of noise feasible and to protect University property during such service. Determination of "the least amount of noise feasible" shall be at the discretion of the University. Vendor will park his vehicles in service areas at each building or at other places designated or approved by the University.

The machines in the women's residence halls will be serviced from 10 a.m. to 4 p.m. or at other times acceptable to the University.

4. All soft drinks supplied by the Vendor shall conform in all respects to all state and national laws relating to the adulteration of food and drink and, in all respects, shall be suitable for human consumption; and the Vendor will indemnify the University for all or any damage suffered by it for breach of such warranty, or for any other loss, cost and expense as a result of any claim, demand or litigation arising out of or pursuant to the Agreement, except the independent actions of third parties.
5. The Vendor will indemnify the University against any damages or claims arising from the negligence of the Vendor, its agents and employees. In addition, the Vendor will be required to carry property damage and public liability insurance in appropriate amounts as agreed with the University.
6. The University will promptly notify the Vendor in writing of any claims made against it arising out of a breach of said warranty, and such claim shall be handled by the Vendor. In the event of a suit on a claim, the University shall promptly forward to the Vendor every summons or other process. The Vendor shall have a right to defend, adjust or settle any such claims. No expense shall be incurred and no settlement shall be attempted without the Vendor's written consent.
7. The University reserves the right to have installed other vending machines for dispensing such items as coffee, candy and sandwiches anywhere on the campus it so desires.
8. The Vending concession herein granted to the Vendor shall be exclusive on the campus of Texas Tech University and Health Sciences Center at Lubbock, Texas, except for Paragraph 7 above, and the following locations in which the concession herein granted shall not apply: University Center, Stadium Game Sales, Bookstore, Residence Halls Snack Bars and Dining Halls. The University reserves the right to purchase and dispense in the Residence Halls Snack Bars and Dining Halls, and for infrequent events on the campus where vending machines are not suitable, soft drink brands as mutually agreed to by the University and Vendor.

During organized events, clubs and organizations, with advance approval from the University Administration and the Vendor, may empty (buy out) the machines and sell the products at an agreed price. The Vendor will stock the machines in the usual manner only. The Vendor may not allow credit for the return of more bottles, if used, than the organization buys. This is the only way to protect the contract and still allow the organizations to have some income during the event. The organizations may not turn the machines to the wall or block them off without first emptying them. Any violation may cause the termination of the privilege for the organizations.

9. Soft drinks shall be sold for 20¢ each in bottles or cups; cans will be sold for 30¢ each. The University reserves the right to install vending machines at any location where the Vendor will not agree to place a vending machine. In view of the considerations herein contained, the following distribution of gross sales and guarantee will be made.

Paid to University

Soft Drinks in Returnable
Bottles

26 7/8% of gross sales

At such time as more than 80,000 cases are sold, per year, increase the gross sales percentage to 31 1/4%.

Less

5¢ per lost bottle and
80¢ per lost shell

Soft Drinks in Cups with
Ice and
cans

40% of gross sales

20% of gross sales

Guarantee for period 8/26/79 to 8/25/81

\$240,000 less bottle and
shell losses

10. Settlement shall be made on a monthly basis. The Vendor agrees to submit monthly sworn statements to the University showing proper accounting details reflecting the sales activity of this Agreement. The reports will include sales by specific locations within the Residence Halls, Health Sciences Center and other locations. These reports will be submitted within fifteen (15) days after the end of the month. Simultaneously with the submission of a sworn statement, the Vendor will make payment as stipulated in paragraph 9 above. The Vendor shall render such reports in a manner acceptable to the University and shall further permit the University to make any reasonable auditing check which they may desire of the operation.

The amount of the two year guarantee shall accrue to the University and be payable one-twenty fourth each month, with excess payments in any month over and above the minimum guarantee to be credited against the accumulated minimum guarantee. The University shall retain a lien on the machines, pending payment of the guarantee or any balance due under this agreement.

11. This Agreement shall become effective August 26, 1979, and shall expire on August 25, 1981. It may then be continued year by year with mutual agreement of both parties. In the event of a wholesale price increase of 10% or more from those prices in existence at August 26, 1979, copy appended hereto as Schedule A, the Vendor has the right to request a revision of this contract. It may be renegotiated by the President of the University or his designated representative and if a mutually satisfactory revision cannot be reached, the contract may be cancelled by either party with ninety (90) days written notice to the other party.
12. The University reserves the right to cancel the Agreement on ten (10) days written notice if the Vendor fails to comply with any of the foregoing stipulations.
13. This Agreement is not transferable or assignable except upon written approval of the University.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lubbock, Texas, in triplicate, each of which shall be considered an original, by their duly appointed officers.

BOARD OF REGENTS
TEXAS TECH UNIVERSITY
and
BOARD OF REGENTS
TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

/s/ Freda Pierce
Freda Pierce, Secretary

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

COCA - COLA BOTTLING COMPANY OF
LUBBOCK

BY /s/ Pat H. McNamara, Jr.

SCHEDULE A

Wholesale prices as of August 26, 1979

10 oz. Returnable Bottles\$ 3.10 per case

Post Mix Syrup\$ 3.35 per gallon

12 oz. cans\$ 5.40 per case

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Professorial Appointments
July through August 1979

3.

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Ahrens, Gary Assistant Professor	Law	9/1/79 5/31/80
Alley, Lebert Assistant Professor	Industrial Engineering	9/1/79 5/31/80
Baker, Thomas E. Assistant Professor	Law	9/1/79 5/31/80
Bass, Mark I. Lecturer, Part-Time	Business Administration	9/1/79 5/31/80
Brouch, Virginia Visiting Professor	Art	6/11/79 6/15/79
Castro, Carmen Elizabeth Visiting Assistant Professor	Biological Sciences	9/1/79 5/31/80
Cervený, Robert P. Visiting Associate Professor	Business Administration	9/1/79 5/31/80
Chase, William C. Visiting Assistant Professor	History	9/1/79 5/31/80
Coffman, Sue E. Visiting Assistant Professor	English	9/1/79 5/31/80
Crane, D. Russell Assistant Professor	Home & Family Life	9/1/79 5/31/80
Crockett, Alan Rey Visiting Assistant Professor	Art	9/1/79 5/31/80
DeKeyser, Thomas L. Assistant Professor	Geosciences	9/1/79 5/31/80

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Deming, Lynn Helen Visiting Assistant Professor	English	9/1/79 5/31/80
Dillingham, Richard Lecturer	English	9/1/79 5/31/80
Farias, Anna L. Assistant Professor	Art	9/1/79 5/31/80
Fischer, Judith L. Associate Professor	Home & Family Life	9/1/79 5/31/80
Freeman, Robert Professor	Business Administration	9/1/79 5/31/80
Gamble, John P. Lecturer, Part-Time	Business Administration	9/1/79 1/15/80
Greer, Charles P. Assistant Professor	Education	9/1/79 5/31/80
Goebel, Paul Assistant Professor	Business Administration	1/16/80 5/31/80
Goebel, Ulrich Associate Professor	Germanic and Slavic Languages	9/1/79 5/31/80
Grimes, Lester Lecturer, Part-Time	Business Administration	9/1/79 1/15/80
Gross, Bernard L. Visiting Professor	Business Administration	9/1/79 5/31/80
Hamre, Curt Associate Professor	Speech Pathology and Audiology	9/1/79 5/31/80
Harris, Calvin E. Visiting Assistant Professor	Political Science	9/1/79 5/31/80
Hughes, Dorene Linda Assistant Professor	Political Science	9/1/79 5/31/80
Hutmacher, Katherine Assistant Professor	Park Administration and Landscape Arch.	9/1/79 5/31/80
Kelly, Phillip, Jr. Visiting Associate Professor	Political Science	9/1/79 5/31/80

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Kennan, William B. Visiting Assistant Professor	Speech Communications	9/1/79 5/31/80
Kidwell, Jeannie Assistant Professor	Home and Family Life	1/15/80 5/31/80
Koch, Timothy Assistant Professor	Business Administration	9/1/79 5/31/80
Lehrmann, Phillip Associate Professor	Music	9/1/79 5/31/80
Lichti, Roger L. Assistant Professor	Physics	9/1/79 5/31/80
Macy, Barry Associate Professor	Business Administration	1/15/80 5/31/80
Mason, Perry Visiting Assistant Professor	Chemistry	6/4/79 7/15/79
McLauchlan, Robert Assistant Professor	Mechanical Engineering	9/1/79 5/31/80
McVay, Freda Lecturer	Mass Communications	9/1/79 5/31/80
Mechikoff, Robert Assistant Professor	Health, Physical Educa- tion and Recreation	9/1/79 5/31/80
Menzel, Erhard R. Assistant Professor	Physics	9/1/79 5/31/80
Moak, Daniel S. Visiting Lecturer	Mathematics	9/1/79 5/31/80
Nicholls, William Assistant Professor	Political Science	9/1/79 5/31/80
Orr, Calvin C. Adjunct Professor	Entomology	6/1/79 8/31/80
Perkins, Jerry D. Visiting Associate Professor	Political Science	9/1/79 5/31/80

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Peters, Michael Visiting Lecturer	Architecture	6/1/79 6/30/79
Reinier, Jacqueline Assistant Professor	History	9/1/79 5/31/80
Richards, Mary L. Assistant Professor	Clothing and Textiles	9/1/79 5/31/80
Roberts, Larry Professor and Chairperson	Biological Sciences	9/1/79 5/31/80
Schales, Larry G. Lecturer	Business Administration	9/1/79 5/31/80
Selim, M. Sami Associate Professor	Chemical Engineering	9/1/79 5/31/80
Sledge, Andrea C. Assistant Professor	Education	9/1/79 5/31/80
Smith, Rosslyn Assistant Professor	Classical and Romance Languages	7/16/79 8/25/79
Stuyt, Jeff Assistant Professor	Health, Physical Educa- tion and Recreation	9/1/79 5/31/80
Swindle, Bruce Assistant Professor	Business Administration	9/1/79 5/31/80
Thode, E. Wayne Visiting Professor	Law	9/1/79 1/15/80
Tullos, Frances Visiting Assistant Professor	English	9/1/79 5/31/80
Warren, Robert, Jr. Assistant Professor	Range and Wild- life Management	9/1/79 5/31/80
White, Gary Professor and Director of Accounting	Business Administration	9/1/79 5/31/80
Whitehead, Frances Y. Visiting Assistant Professor	Art	9/1/79 5/31/80

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Whitlark, James Visiting Assistant Professor	English	9/1/79 5/31/80
Wilkes, Becky Assistant Professor	Speech Pathology	9/1/79 5/31/80
Woodson, Linda Assistant Professor	English	9/1/79 5/31/80
Yaney, Joseph P. Professor and Area Coordinator	Business Administration	9/1/79 5/31/80

TEXAS TECH UNIVERSITY
Lubbock, Texas

4. Summary of Professorial Appointments
July through August, 1979

AGRICULTURE

Entomology	
Adjunct Professor	1
Park Administration & Landscape	
Architecture	
Assistant Professor	1
Range and Wildlife Management	1

ARTS AND SCIENCES

Art	
Visiting Professor	1
Visiting Assistant Professor	2
Assistant Professor	1
Biological Sciences	
Professor	1
Visiting Assistant Professor	1
Chemistry	
Visiting Assistant Professor	1
Classical/Romance Languages	
Assistant Professor	1
English	
Visiting Assistant Professor	4
Assistant Professor	1
Lecturer	1
Geosciences	
Assistant Professor	1
Germanic/Slavic Languages	
Associate Professor	1

ARTS AND SCIENCES (cont.)

Political Science	
Visiting Assistant Professor	2
Assistant Professor	2
Visiting Associate Professor	2
Health, Physical Education and Recreation	
Assistant Professor	2
History	
Assistant Professor	1
Visiting Assistant Professor	1
Mathematics	
Lecturer (Visiting)	1
Music	
Associate Professor	1
Physics	
Assistant Professor	2
Speech Pathology and Audiology	
Associate Professor	1
Assistant Professor	1
Mass Communications	
Lecturer	1
Speech Communications	
Visiting Assistant Professor	1

BUSINESS ADMINISTRATION

Visiting Associate Professor	1
Associate Professor	1
Professor	1
Assistant Professor	3
Visiting Professor	1
Lecturer	2
Professor and Director of Accounting	1
Professor and Area Coordinator	1
Lecturer (Part-time)	3

EDUCATION

Assistant Professor	2
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ENGINEERING

Industrial Engineering	
Assistant Professor	1
Mechanical Engineering	
Assistant Professor	1

HOME ECONOMICS

Clothing and Textiles	
Assistant Professor	1
Home and Family Life	
Assistant Professor	2
Associate Professor	1

LAW

Visiting Professor	1
Assistant Professor	2
Total	<u>62</u>

TEXAS TECH UNIVERSITY
Lubbock, Texas

5. For Information Only: Resignations and/or Terminations -
Professorial Personnel, July through August, 1979

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Anderson, James C. Assistant Professor	Philosophy	8/31/79
Brock, Gregory W. Assistant Professor	Home and Family Life	7/15/79
Cate, Rod Assistant Professor	Home and Family Life	8/26/79
*Childs, Orlo E. Professor	Geography	8/31/79
Coufal, Jeanette Assistant Professor	Home and Family Life	7/15/79
Cowan, Joe Lecturer	Electrical Engineering	7/15/79
Henton, Wanda Associate Professor	Home and Family Life	7/15/79
Korkowski, Eugene P. Assistant Professor	English	9/1/79
Muzillo, Ralph Lecturer (Part-time)	Business Administration	9/1/79
Prabhaker, Jagdish Associate Professor	Electrical Engineering	9/1/79
Roberts, Arthur Professor	Business Administration	8/17/79
Schmidt, Heidi Lecturer	English	9/1/79

*Retiring Faculty

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Schroeder, Richard Assistant Professor	Mass Communications	5/31/79
Sherrod, Lloyd B. Professor	Animal Science	8/31/79
Sigelman, Carol Visiting Assistant Professor	Psychology	9/1/79
**Vigness, David Professor	History	8/16/79

**Deceased Faculty

TEXAS TECH UNIVERSITY
Lubbock, Texas

Summary of Professorial Resignations
July through August, 1979

6.

AGRICULTURE

Animal Science Professor	1
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ARTS AND SCIENCES

English Assistant Professor	1
Lecturer	1

Geography Professor	1
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History Professor	1
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Mass Communications Assistant Professor	1
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Philosophy Assistant Professor	1
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Psychology Visiting Assistant Professor	1
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BUSINESS ADMINISTRATION

Lecturer (Part-time)	1
Professor	1

ENGINEERING

Electrical Engineering Lecturer	1
Associate Professor	1

HOME ECONOMICS

Home and Family Life	
Assistant Professor	3
Associate Professor	<u>1</u>
Total	<u><u>16</u></u>

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Faculty and Professional Staff
Appointments other than Professorial Ranks -
July through August 1979

7.

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months or over</u>	<u>4.5 months or under</u>
1. Instructor -----	1	-0-
2. Visiting Part-time Instructor -----	-0-	1
3. Part-time Instructor (Grad. Student) --	14	6
4. Teaching Assistant -----	<u>54</u>	<u>2</u>
Total -----	<u>69</u>	<u>9</u>

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Official Travel
July 10 through September 10, 1979

8.

Out-of-State Travel Leaves:

1. Purpose of Leaves Summarized Into Five Groups:	<u>Number</u>
a. To Present an Original Research Paper -----	37
b. To Attend a Professional Meeting -----	135
c. Trip in Conjunction with Research Project -----	33
d. Trip Required in Performance of University Duties -	64
e. Multiple Purpose: Meeting/Paper -----	<u>16</u>
Total -----	<u>285</u>

2. Estimated Expenses and Sources of Funds to be Used:	<u>Number</u>	<u>Estimated Amount</u>
a. From State Appropriated Funds -----	136	\$ 57,617.13
b. From Auxiliary Accounts -----	7	3,324.12
c. From Current Restricted Funds -----	141	54,804.51
d. From Museum -----	1	300.00
e. From Agency Funds and Other Sources -----	<u>-0-</u>	<u>-0-</u>
Total -----	<u>285</u>	<u>\$116,045.76</u>

9.

For Information Only

Report of Out of Country Leaves

Dr. Henry J. Shine, Department of Chemistry, September 5 - 20, 1979, Cirencester, England and Grenoble, France. Purpose of trip: To present a paper on original research.

Dr. Richard F. Haase, Department of Psychology, September 7 - 15, 1979, Warsaw, Poland. Purpose of trip: To present an invited paper at the International Conference on Temperament, Institute of Psychology.

Dr. R. H. Seacat, Department of Electrical Engineering, September 8 - 22, 1979, Poland and Germany. Purpose of trip: Discuss exchange of students and faculty and research, National Science Foundation.

Dr. M. Kristiansen, Department of Electrical Engineering, September 8 - 22, 1979, Poland and Germany. Purpose of trip: Discuss exchange of students and faculty and research, National Science Foundation.

Dr. Paul D. Reynolds, School of Law, September 14 - 21, 1979, Madrid, Spain. Purpose of trip: Speak at Conference on the Law of the World.

Dr. David Leon Higdon, Department of English, September 19, 1979 - October 19, 1979, England and Scotland. Purpose of trip: To complete research using records on file in British Library and National Library of Edinburgh.

* Federal
** Private

TEXAS TECH UNIVERSITY
Lubbock, Texas

(12-State Appropriated Funds
(22-Sponsored Funds from Federal,
Private and Other Sources

10.

For Information Only: Research Budgets

RESEARCH SUPPORT

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E054**	Texas Power & Light Co.	Power System Studies	John Craig	E.E.	3/01/79 12/31/79	8,000
22-A228*	AID	Improving Small Ruminant Nutrition, Management Production	Don Burzlaff	R&WL	10/01/78 6/30/79	13,939
22-A561	TEA	Special Workshop in Meat Processing...	Boyd Ramsey	Ani. Sci.	5/01/79 6/30/79	18,079
22-B008*	USDA	Socio-economic & Behavioral Dimensions of Land Use for Wildlife.....	Vincent Luch- singer	B.A.	4/16/79 3/31/81	50,000
22-C194*	NASA	Physiology of an Insect Equilibrium Receptor System	Bernard Hart- man	Biol.Sci.	5/01/79 4/30/80	16,458
22-C225*	NSF	Some Extremal Problems in Complex Function Theory	Roger Barnard	Math.	6/01/79 11/30/81	16,046
22-D538	TEA	Learning About the Arts for the Class- room Workshop	Olive Jensen		5/15/79 6/30/79	5,000
22-E199*	AFOSR	Studies of Transient Discharges	Martin Gunder- sen		6/15/79 9/30/79	26,821

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-Z566	Governor's Office	Comprehensive Personnel Management Improvement Training Program	Wendell Tucker	Personnel	5/01/79 4/30/80	29,336
22-T527*	HEW	Upward Bound	Julio Llanas	Upward Bound	6/01/79 5/31/80	145,587
22-T539*	OE	Regular Education Preservice Project	Robert Anderson	Ed.	" " "	35,000
22-A233*	USDA	Water Stress Tolerance Mechanisms in Plants	Dan Krieg	P&SS	6/06/79 9/30/81	75,000
22-C126**	R.A. Welch Found.	Robert A. Welch Chair in Chemistry	Wilse Robinson	Chem.	6/01/79 5/31/80	75,000
22-C164*	NIH	Subnanosecond Primary Events in Biology	" "	"	7/01/79 6/30/80	37,629
22-C192*	NSF	Picosecond Spectroscopy & Photochemical Pathways	" "	"	6/01/79 11/30/80	56,000
22-D540	Texas Traffic Safety	Judges Training/TTU	Susan Schafer	Con't Ed.	6/01/79 9/30/79	56,067
22-A232*	CID	Preparation of a Basic Design of a Long Term Plan/Yemen's Ag. Development	Eugene Foerster	ICASALS	4/26/79 12/31/79	7,181
22-C167*	CID	Technical Training for Mali Rural Development Program	Richard Ven- groff	Pol. Sci.	5/21/79 8/31/79	4,896
22-E168*	NSF	Unified Approach to the Design of Window Glass Subjected to Dynamic Loads	Joe Minor	Civil Eng.	6/18/79 2/28/81	116,370

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-A234*	USDA	Characterization of Adjacent White-Tailed & Mule Deer Habitats....	Don Burzlaff	R&WL	7/16/79 12/15/80	18,788
22-D542	Tx. Dept. of Comm. Affairs	Municipal Supervisor Training Project	Joseph Cayer	Cen. for Pub. Ser.	6/05/79 8/31/79	3,326
22-C653*	NSF	Computer-Based Instruction in Psychological Research Training - CAUSE	Douglas Chatfield	Psy.	5/15/79 10/31/82	225,000
22-A186*	USDA	Cooperative Agreement with Forest Service USDA	Fred Stormer	R&WL	6/01/79 open	4,000
22-A051**	P.H. Welder Found.	Range & Wildlife Management Research in South Texas	Billie Dahl	R&WL	6/01/79 8/31/80	5,000
22-A134**	Union Carbide	Entomology Research in Insecticides	Darryl Sanders	Ento.	" " "	5,200
22-A174**	Cattle Devel. Corp.	Pantex Research Trials	Bill Mies	Ani. Sci.	" " "	7,800
22-194**	Cotton Inc.	Gin Trash Digestibility	Reed Richardson	" "	1/01/79 12/31/79	4,000
22-A215**	Eli Lilly	Sand Shin Oak Control with Low Rates of GRASLAN	Russ Pettit	R&WL	6/15/79 open	1,500
22-C215*	NSF	Electron Flow in Photosynthetic Organisms	David Knaff	Chem.	7/01/79 12/31/81	30,000
22-C226*	Sandia Labs	Clay Based Geothermal Drilling Fluids	Necip Guven	Geosci.	6/04/79 6/03/81	314,869
22-C228*	PHS	Aneural Photosensory Transduction in Stentor Coeruleus	Pill S. Song	Chem.	8/01/79 7/31/80	19,628

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C142*	USNRC	Kinematics of Translating Tornado Wind Fields	Richard Peter-son	Geosci.	10/01/78 9/30/79	34,957
22-A214*	Sandia Labs	Vegetation Successional Studies	Russell Pettit	R&WL	12/15/78 9/30/79	10,821
22-A229**	Kemin Industries	Economic Evaluation of Starlass	Bill Mies	Ani. Sci.	5/17/79 1/11/80	10,400
22-L005*	USDA	Legal Aspects of Use & Development of Wildlife Resources on Private Lands	Bruce Kramer	Law	5/11/79 8/31/80	12,000
22-0021**	Lubbock Lake Site Development Corp.	Lubbock Lake Project	Eileen Johnson	Museum	5/15/79 9/30/79	25,000
22-E200*	Los Alamos	Veradyne Switch Test Program	Tommy Burkes	E.E.	5/24/79 8/24/79	8,221
22-A230*	USDA	Development of Background Knowledge for Research on the Biological Potentials..	Fred Guthery	R&WL	5/01/79 9/30/82	4,471
22-A230*	"	Development of Background Knowledge for an Economic Assessment.....	Bill Freeman	Ag. Eco.	" " "	10,000
22-A231	TDWR	Collection of Primary Data to Update the Input-Output Model for High Plains	Arthur Stoecker	Ag. Eco.	6/01/79 8/31/79	28,937
22-D539	SPAG	Community Service Advisory Program	Fay McKim	Con't Ed.	3/01/79 2/29/80	3,992
22-Z541*	HEW	Research & Training Center in Mental Retardation	Gerard Bensberg	R&TC	6/01/79 5/31/80	450,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E202**	Arizona St. Parks	Cultural Resources of Arizona...	Joe Minor	Ci. Eng./ History of	7/16/79 9/01/80	22,000
22-H538*	OE	Project Family Link	Mary Riley	Special Projects	7/01/79 6/30/80	110,000
22-H552*	Tennessee Valley Authority	Publication of Regional Housing	Cora McKown	FM,H&CS	10/01/78 9/30/79	8,000
22-T540	TEA	Vocational Office Teacher Education Development	William Paseward	Ed.	7/01/79 6/30/80	3,866
22-T533*	OE	Teacher Corps Program	Linda McDonald	Ed.	7/15/79 6/30/80	193,804
22-Z552	TDMHMR	Interdisciplinary Training Of Spec- ialized Personnel in DD	Gerard Bens- berg	R&TC	8/01/79 6/30/80	83,348
22-C227*	AFOSR	Nonparametric Estimation of Signals Mixed with Noise	Kamal Chanda	Math	7/01/79 9/30/80	25,646
22-H517	TEA	Operation of a Center for the Develop- ment of HE Instructional Materials	Camille Bell	HE ED.	7/01/79 6/30/80	109,429
22-H543	TEA	Workshop for Beginning HE Coordinated VA Education....	Camille Bell	" "	" " "	64,252
22-H545	TEA	HE-VEH Instructional Materials	Camille Bell	" "	" " "	65,970
22-H553	TEA	An Analysis of Problems as Perceived by Male Students in Vocational HE...	Camille Bell	" "	" " "	19,742
22-H527*	HEW	Head Start Training & Technical Assistance in the St. of Tx.	Mary T. Riley	Special Projects	7/01/79 6/30/80	118,942

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E203*	AFOSR	Coordinated Research Program in Pulsed Power Physics	Magne Kristiansen	E.E.	7/01/79 9/30/80	596,128
22-E204*	NSF	Frequency Domain-Like Methods for the Analysis & Design of Time Varying.....	Richard Saeks	E.E.	8/01/79 1/31/83	79,240
22-A235*	USDA	Food Habits & Preferences of Scales Quail in the Texas Panhandle	Fred Guthery	R&WL	8/02/79 8/31/81	4,000
22-H546*	HEW	Child Development Associate (CDA) Training...	Mary Tom Riley	Spec. Projects	8/01/79 7/31/80	182,722
22-A199*	USDA	Status of Knowledge on Lesser Prairie Chickens	Fred Guthery	R&WL	8/06/79 9/30/80	2,490

For Information Only

Texas Tech University

OFFICE OF STATISTICS AND REPORTS

11.

UNDERGRADUATE ENROLLMENT
SECOND SUMMER SESSION 1979

COLLEGE	FRESHMEN			SOPHOMORES			JUNIORS			SENIORS			TOTAL UNDERGRADUATE		
	M	W	B	M	W	B	M	W	B	M	W	B	M	W	B
Agri. Sci.	21	7	28	46	7	53	51	15	66	78	23	101	196	52	248
A & S	136	151	297	160	163	323	220	190	410	292	263	555	808	777	1585
Bus. Admin.	93	51	144	107	53	160	232	99	331	312	132	444	744	335	1079
Education	7	37	44	7	76	83	13	108	121	23	159	182	50	380	430
Engineering	66	7	73	113	12	125	146	20	166	367	21	388	692	60	752
Home Eco.	3	96	99	4	69	73	5	127	132	5	154	159	17	446	463
TOTALS	326	359	685	437	380	817	667	559	1226	1077	752	1829	2507	2050	4557

For Information Only

Texas Tech University

OFFICE OF STATISTICS AND REPORTS

GRADUATE ENROLLMENT
SECOND SUMMER SESSION 1979

COLLEGE	MASTERS			DOCTORS			GRADUATE TOTALS			LAW			UNIVERSITY TOTALS		
	M	W	B	M	W	B	M	W	B	M	W	B	M	W	B
Agri. Sci.	70	16	86	18	1	19	88	17	105	-0-	-0-	-0-	284	69	353
A & S	173	203	376	148	63	211	321	266	587	-0-	-0-	-0-	1129	1043	2172
Bus. Admin.	83	30	113	26	5	31	109	35	144	-0-	-0-	-0-	853	370	1223
Education	58	206	264	67	73	140	125	279	404	-0-	-0-	-0-	175	659	834
Engineering	129	13	142	27	3	30	156	16	172	-0-	-0-	-0-	848	76	924
Home Eco.	2	91	93	7	26	33	9	117	126	-0-	-0-	-0-	26	563	589
Law	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	71	19	90	71	19	90
TOTALS	515	559	1074	293	171	464	808	730	1538	71	19	90	3386	2799	6185

Cash Investment Depository Contract - First National Bank at Lubbock

12. a. The following Contract No. 265 with First National Bank at Lubbock as a Cash Investment Depository Bank is entered for information purposes. Execution of this contract was authorized in the meeting of August 3, 1979, Item M201.

CASH INVESTMENT
DEPOSITORY CONTRACT

Contract No. 265

STATE OF TEXAS

COUNTY OF LUBBOCK

This Agreement made and entered into by and between the BOARD OF REGENTS of TEXAS TECH UNIVERSITY AND OF TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, hereinafter referred to as "UNIVERSITY", the FIRST NATIONAL BANK AT LUBBOCK, a banking corporation duly incorporated under the laws of the United States and authorized to operate a banking business in the State of Texas and with its place of business in Lubbock, Lubbock County, Texas, hereinafter called "BANK", and the FIRST NATIONAL BANK IN DALLAS, Dallas County, Texas, a national banking corporation incorporated under the laws of the United States and authorized to operate a banking business in the State of Texas, with its principal place of business in Dallas, Texas, hereinafter called "TRUSTEE".

WITNESSETH:

WHEREAS, the FIRST NATIONAL BANK AT LUBBOCK has been designated as one of several Cash Investment Depository Banks for funds of the University for a period beginning September 1, 1979, and ending August 31, 1981, with annual renewal thereafter upon reaching mutual written agreement on contract conditions, and

WHEREAS, the parties have agreed that all funds deposited by the University will be secured in full at all times by a pledge with a trustee bank of bonds or other evidence of direct indebtedness issued by the United States, or bonds of any state, county, city, town, independent school district, common school district, or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Constitution thereof. A pledge of direct obligations of the United States Government will be made in an amount sufficient to cover all Residence Halls, Bookstore and University Center funds in keeping with existing agreements between the Board of Regents of Texas Tech University and the Housing and Home Finance Agency, and Department of Health, Education and Welfare and other federal agencies.

WHEREAS, the FIRST NATIONAL BANK IN DALLAS has agreed to act as Trustee hereunder for said bonds and other indebtedness and to hold same in trust in accordance with this agreement:

NOW, THEREFORE, it is mutually agreed as follows:

I

DEPOSITS OF THE UNIVERSITY

The Bank agrees to accept funds of the University for investment under the following terms and conditions:

It is understood that this agreement will always be subject to the statutes of the Congress of the United States and the State of Texas. In addition, this agreement is subject to and governed by the rules and regulations promulgated by the Office of the Comptroller of the Currency of the United States, the Board of Governors of the Federal Deposit Insurance Corporation, as such rules, regulations, and statutes now exist, or as they may be amended from time to time throughout and during the term of this contract, as well as other statutes. If this agreement should be, or become, in conflict with such statutes, rules and regulations, then this agreement shall be amended to comply with such statutes, rules and regulations.

1. Wire transfer facilities through the Federal Reserve System will be provided at First National Bank at Lubbock.
2. The Bank places no limit on the University as to dollars held on deposit for investments. It is understood the University does not guarantee the amount to be deposited for investments.
3. The Bank will pay interest under the terms, conditions, and at the rates as follows:
 - a. A variable rate of interest per annum will be paid through the period of the contract on deposits of less than \$100,000 and deposits of \$100,000 or more. These variable rates are to be developed as follows:

Interest will be paid each month as it accrues on all variable rate time deposits. Interest will be calculated on a 365/365 actual day simple basis. Rate structures available will be developed in accordance with the following schedule:

- (1) Deposits with original maturity dates of 366 days up to and including 730 days.

The rate is to be set monthly to correspond to the most recent "average returns to investors" on the monthly auction of the 52 week U. S. Treasury Bills, (as reported by The Wall Street Journal), plus an additional $1/4$ (.25) of a percent.

- (2) Deposits with original maturity dates of 180 days up to and including 365 days. The rate is to be set monthly to correspond to the most recent "average returns to investors" on the last weekly auction of the 26 week U. S. Treasury Bill, (as reported by The Wall Street Journal) for the month, plus an additional $1/4$ (.25) of a percent.

- (3) Deposits with original maturity dates of 30 days up to and including 179 days. The rate is to be set monthly to correspond to the most recent "average returns to investors" on the last weekly auction of the 13 week U. S. Treasury Bill, (as reported by The Wall Street Journal) for the month, plus an additional 1/2 (.50) of a percent.
 - b. The rate determined at the time a deposit is made will remain in effect until the maturity of a deposit.
 - c. In no event, shall the variable rate paid exceed 7 1/2% per annum payable monthly.
4. At the time deposits are made, the University shall notify the Bank as to the accounts in which same shall be placed. The University may maintain the flexibility of the transfer of funds from one account to another, as long as such transactions are in compliance with existing banking regulations.
5. The Bank will provide monthly statements of account available the first business day of the month to the University.
6. The Bank will offer the University Certificates of Deposit. Under this agreement, interest will be paid at maturity and calculated on 365/365 simple interest basis. Rates paid on Certificates of Deposit will not exceed the maximum rate of 7.5%, and will be negotiated on date of deposit.
7. If, at some time, the University seeks investments outside the Time Deposit in the form of eligible non-banking securities, the Bank will purchase and safekeep such securities free of the customary fee structures for the University.
8. At the termination of the Depository Contract, the University may leave with the Bank any such funds that are in accounts with maturities beyond the maturity of the contract, until such deposits reach maturity. Any deposit of the University is subject to withdrawal, at the University's discretion, pursuant to existing bank regulations.
9. The accounts and business of the University should be coordinated through the Bank's Investment Division Manager, Harold Deavours, Senior Vice President. In his absence, Assistant Division Manager, Bob Tate, Vice President, is available to assist any needs of the University.

II

BONDS AND OTHER SECURITIES TO BE DEPOSITED WITH TRUSTEE FOR COLLECTION:

- a. The First National Bank at Lubbock agrees to deliver to the First National Bank in Dallas, Dallas County, Texas, as Trustee, bonds, notes, bills, certificates

of obligations issued by the United States or by instrumentalities, agents or corporations of the United States, or bonds of any state, county, city, town, independent school district, common school district or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Constitution thereof, in any amount, exclusive of accrued interest, based on current market value to secure all funds of the University. The market value of said bonds and other securities deposited with the Trustee shall at all times equal or exceed the amount of funds of the University on deposit with the Bank. The bonds or other securities mentioned above shall be kept and retained by said Trustee in trust so long as the depository relationship between the Bank and University shall exist and thereafter so long as said deposits made by the University with the Bank or any portion thereof shall not have been paid by the Bank.

b. It is agreed and understood by all parties hereto that the Trustee hereunder will not be required to ascertain the amount of funds on deposit to the credit of the University with the Bank, nor the validity, authenticity, genuineness or negotiability of the securities deposited hereunder in trust by the Bank and shall not be liable to any one hereunder except for the safekeeping of the securities delivered to it.

c. Should the Bank fail at any time to immediately pay and satisfy upon presentation, any check, draft or voucher lawfully drawn upon any demand deposit, or in case the Bank becomes insolvent or in any manner breaches its contract with the University, it shall be the duty of the Trustee, upon proper demand of the University to sell such bonds, and out of the proceeds therefrom pay the University all damages and losses sustained by it, together with all expenses of any kind and every kind incurred by it on account of such failure on insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds.

d. Any sale by the Trustee herein made of such bonds, or any part thereof, will be a public sale. Provided, however, that said Trustee shall give notice to the University and Bank of at least ten (10) days prior to the date of sale naming in said notice the time and place of such sale, and such sale shall be to the highest bidder for cash; and the University shall have the right to bid at such sale.

e. If the Bank should desire to sell or otherwise dispose of any one or more of such bonds deposited with Trustee, it may substitute for any one or more of such bonds other bonds of the same character and amount, which said right of substitution shall remain in full force and be exercised by the Bank as often as it may desire to sell or otherwise dispose of such original bonds or substitute bonds; provided, however, that at all times the aggregate amount of such bonds deposited with Trustee shall always be such that the aggregate market value thereof, exclusive of accrued interest, shall be at least equal to the sum of University's funds or deposits in all accounts; if any time the aggregate amount of such bonds so deposited with the Trustee be less than the total sum of the University's funds on deposit with said Bank, then in that event, Bank shall, upon demand in writing by University immediately deposit with Trustee such additional bonds as may be necessary to equal the total sum of said deposits.

f. Trustee shall furnish to both the University and the Bank an itemized receipt describing the securities in detail, and upon written request of the University, shall furnish as of any date requested, a completely itemized list of the bonds held as security for the University.

g. If, at any time, the bonds in the hands of Trustee shall have a market value in excess of the sum of balances due University by the Bank, then on the written authorization of the Vice President for Finance and Administration of Texas Tech University and Texas Tech University Health Sciences Center authorizing the withdrawal of a specified amount of bonds, Trustee shall deliver this amount of bonds and no more to Bank, taking its receipt therefor, and Trustee shall have no further liability for bonds so redelivered to Bank.

III

When the relationship of depositor and depository between University and Bank shall have ceased to exist, and when Bank shall have properly paid out all of such present and future deposits of University, it shall be the duty of University to give Trustee a certificate to that effect, whereupon Trustee shall, with the approval of University, redeliver to Bank all bonds then in its possession belonging to Bank, taking its receipt therefor, and an order on said Trustee by University and receipt for such bonds by Bank shall be a full and final release of Trustee of all duties and obligations undertaken by it by virtue of these presents and it shall stand fully and finally acquitted of all liability of any kind and character whatsoever to both said University and said Bank.

IT WITNESS of the foregoing, parties hereto have signed their names by and through their respective undersigned officers hereunto duly authorized this 4th day of September, A.D., 1979.

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

ATTEST:

/s/ Nancy Jones

ATTEST:

/s/ Larry Kennedy

BOARD OF REGENTS
TEXAS TECH UNIVERSITY

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

BOARD OF REGENTS
TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

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

FIRST NATIONAL BANK AT LUBBOCK
LUBBOCK, TEXAS

/s/ Howard L. Yandell

FIRST NATIONAL BANK IN DALLAS
DALLAS, TEXAS

/s/ Charles R. Harbison

- Cash Investment Depository Contract - First National Bank of Midland
12. b. The following Contract No. 266 with First National Bank of Midland as a Cash Investment Depository Bank is entered for information purposes. Execution of this contract was authorized in the meeting of August 3, 1979, Item M201.

CASH INVESTMENT
DEPOSITORY CONTRACT

Contract No. 266

STATE OF TEXAS

COUNTY OF LUBBOCK

This Agreement made and entered into by and between the BOARD OF REGENTS of TEXAS TECH UNIVERSITY and of TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, hereinafter referred to as "UNIVERSITY", the FIRST NATIONAL BANK OF MIDLAND, a banking corporation duly incorporated under the laws of the United States and authorized to operate a banking business in the State of Texas and with its place of business in Midland, Midland County, Texas, hereinafter called "BANK", and the FIRST NATIONAL BANK IN DALLAS, Dallas County, Texas a national banking corporation incorporated under the laws of the United States and authorized to operate a banking business in the State of Texas, with its principal place of business in Dallas, Texas, hereinafter called "TRUSTEE".

WITNESSETH:

WHEREAS, the FIRST NATIONAL BANK OF MIDLAND has been designated as one of several Cash Investment Depository Banks for funds of the University for a period beginning September 1, 1979, and ending August 31, 1981, with annual renewal thereafter upon reaching mutual written agreement on contract conditions, and

WHEREAS, the parties have agreed that all funds deposited by the University will be secured in full at all times by a pledge with a trustee bank of bonds or other evidence of direct indebtedness issued by the United States, or bonds of any state, county, city, town, independent school district, common school district, or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Consitution thereof. A pledge of direct obligations of the United States Government will be made in an amount sufficient to cover all Residence Halls, Bookstore and University Center funds in keeping with existing agreements between the Board of Regents of Texas Tech University and the Housing and Home Finance Agency, and Department of Health, Education and Welfare and other federal agencies.

WHEREAS, the FIRST NATIONAL BANK IN DALLAS has agreed to act as Trustee hereunder for said bonds and other indebtedness and to hold same in trust in accordance with this agreement:

NOW, THEREFORE, it is mutually agreed as follows:

I

DEPOSITS OF THE UNIVERSITY

The Bank agrees to accept funds of the University for investment under the following terms and conditions:

It is understood that this agreement will always be subject to the statutes of the Congress of the United States and the State of Texas. In addition, this agreement is subject to and governed by the rules and regulations promulgated by the Office of the Comptroller of the Currency of the United States, the Board of Governors of the Federal Deposit Insurance Corporation, as such rules, regulations, and statutes now exist, or as they may be amended from time to time throughout and during the term of this contract, as well as other statutes. If this agreement should be, or become, in conflict with such statutes, rules and regulations, then this agreement shall be amended to comply with such statutes, rules and regulations.

1. The Bank will provide a wire transfer terminal linked to the Federal Reserve System for sending and receiving wire transfers which are routed through the El Paso Branch of the Dallas Federal Reserve. The Bank also will provide transfers of money using its correspondent banks located throughout Texas and in the major money centers. The Bank will conduct the University's cash investment business by wire transfer.
2. The Bank's maximum acceptable investment is \$15,000,000. It is understood that the University does not guarantee the amounts to be deposited for investments.
3. The investments will be Certificates of Deposit with maturities between 30 and 365 days.
 - a. On Certificates of Deposit of \$100,000 or more, the Bank will pay the University the discount rate, (asked price, as reported in the most recent Wall Street Journal) plus .35% on Treasury Bills of the same maturity. On Certificates of Deposit of less than \$100,000, the Bank will pay the maximum rate allowed by the Federal Reserve Bank, not to exceed the rate paid on the Certificates of Deposit of \$100,000 or more.
 - b. Interest accrued through the last calendar day of each month on the University's Certificates of Deposit will be paid, as instructed, no later than the first business day thereafter.
 - c. The Bank will provide a monthly statement of all the University's Certificates of Deposit. This statement will arrive no later than the 10th calendar day of the following month.

d. Interest on Certificates of Deposit will be based upon actual days on a 365 day basis.

4. Each Certificate of Deposit remaining at the termination of this contract must be left on deposit until the maturity date of that certificate.

5. The Bank designates L. Edward Innerarity, Jr., Assistant Vice President, to handle the University's accounts. Any change in this designation will be promptly reported to the University's Vice President for Finance and Administration.

II

BONDS AND OTHER SECURITIES TO BE DEPOSITED WITH TRUSTEE FOR COLLECTION:

a. The First National Bank of Midland agrees to deliver to the First National Bank in Dallas, Dallas County, Texas, as Trustee, bonds, notes, bills, certificates of obligations issued by the United States or by instrumentalities, agents, or corporations of the United States, or bonds of any state, county, city, town, independent school district, common school district or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Constitution thereof, in any amount, exclusive of accrued interest, based on current market value to secure all funds of the University. The market value of said bonds and other securities deposited with the Trustee shall at all times equal or exceed the amount of funds of the University on deposit with the Bank. The bonds or other securities mentioned above shall be kept and retained by said Trustee in trust so long as the depository relationship between the Bank and University shall exist or any portion thereof shall not have been paid by the Bank.

b. It is agreed and understood by all parties hereto that the Trustee hereunder will not be required to ascertain the amount of funds on deposit to the credit of the University with the Bank, nor the validity, authenticity, genuineness or negotiability of the securities deposited hereunder in trust by the Bank and shall not be liable to anyone hereunder except for the safe-keeping of the securities delivered to it.

c. Should the Bank fail at any time to immediately pay and satisfy upon presentation, any check, draft or voucher lawfully drawn upon any demand deposit, or in case the Bank becomes insolvent or in any manner breaches its contract with the University, it shall be the duty of the Trustee, upon proper demand of the University to sell such bonds, and out of the proceeds therefrom pay the University all damages and losses sustained by it, together with all expenses of any kind and every kind incurred by it on account of such failure on insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds.

d. Any sale by the Trustee herein made of such bonds, or any part thereof, will be a public sale; provided, however, that said Trustee shall give notice

to the University and Bank of at least ten (10) days prior to the date of sale naming in said notice the time and place of such sale, and such sale shall be to the highest bidder for cash and the University shall have the right to bid at such sale.

e. If the Bank should desire to sell or otherwise dispose of any one or more of such bonds deposited with Trustee, it may substitute for any one or more of such bonds other bonds of the same character and amount, which said right of substitution shall remain in full force and be exercised by the Bank as often as it may desire to sell or otherwise dispose of such original bonds or substitute bonds; provided, however, that at all times the aggregate amount of such bonds deposited with Trustee shall always be such that the aggregate market value thereof, exclusive of accrued interest, shall be at least equal to the sum of University's funds or deposits in all accounts; if any time the aggregate amount of such bonds so deposited with the Trustee be less than the total sum of the University's funds on deposit with said Bank, then in that event, Bank shall, upon demand in writing by University, immediately deposit with Trustee such additional bonds as may be necessary to equal the total sum of said deposits.

f. Trustee shall furnish to both the University and the Bank an itemized receipt describing the securities in detail, and upon written request of the University, shall furnish as of any date requested, a completely itemized list of the bonds held as security for the University.

g. If, at any time, the bonds in the hands of Trustee shall have a market value in excess of the sum of balances due University by the Bank, then on the written authorization of the Vice President for Finance and Administration of Texas Tech University and Texas Tech University Health Sciences Center authorizing the withdrawal of a specified amount of bonds, Trustee shall deliver this amount of bonds and no more to Bank, taking its receipt therefor, and Trustee shall have no further liability for bonds so redelivered to Bank.

III

When the relationship of depositor and depository between University and Bank shall have ceased to exist, and when Bank shall have properly paid out all of such present and future deposits of University, it shall be the duty of University to give Trustee a certificate to that effect, whereupon Trustee shall, with the approval of University, redeliver to Bank all bonds then in its possession belonging to Bank, taking its receipt therefor, and an order on said Trustee by University and receipt for such bonds by Bank shall be a full and final release of Trustee of all duties and obligations undertaken by it by virtue of these presents and it shall stand fully and finally acquitted of all liability of any kind and character whatsoever to both said University and said Bank.

IN WITNESS of the foregoing, parties hereto have signed their names by and through their respective undersigned officers hereunto duly authorized this 4th day of September, A.D., 1979.

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

ATTEST:

ATTEST:

/s/ Larry Kennedy

BOARD OF REGENTS
TEXAS TECH UNIVERSITY

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

BOARD OF REGENTS
TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

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

FIRST NATIONAL BANK OF MIDLAND
MIDLAND, TEXAS

/s/ L. Edward Innerarity, Jr.
L. Edward Innerarity, Jr., Asst. V.P.

FIRST NATIONAL BANK IN DALLAS
DALLAS, TEXAS

/s/ Charles R. Harbison

Cash Investment Depository Contract - State National Bank of El Paso

12. c. The following Contract No. 267 with State National Bank of El Paso as a Cash Investment Depository Bank is entered for information purposes. Execution of this contract was authorized in the meeting of August 3, 1979, Item M201.

CASH INVESTMENT
DEPOSITORY CONTRACT

Contract No. 267

STATE OF TEXAS

COUNTY OF LUBBOCK

This Agreement made and entered into by and between the BOARD OF REGENTS of TEXAS TECH UNIVERSITY and of TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, hereinafter referred to as "UNIVERSITY", the STATE NATIONAL BANK OF EL PASO, a banking corporation duly incorporated under the laws of the United States and authorized to operate a banking business in the State of Texas and with its place of business in El Paso, El Paso County, Texas, hereinafter called "BANK", and the FIRST NATIONAL BANK IN DALLAS, Dallas, County, Texas, a national banking corporation incorporated under the laws of the United States and authorized to operate a banking business in the State of Texas, with its principal place of business in Dallas, Texas, hereinafter called "TRUSTEE".

WITNESSETH:

WHEREAS, the STATE NATIONAL BANK OF EL PASO has been designated as one of several Cash Investment Depository Banks for funds of the University for a period beginning September 1, 1979, and ending August 31, 1981, with annual renewal thereafter upon reaching mutual written agreement on contract conditions, and

WHEREAS, the parties have agreed that all funds deposited by the University will be secured in full at all times by a pledge with a trustee bank of bonds or other evidence of direct indebtedness issued by the United States, or bonds of any state, county, city, town, independent school district, common school district or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Constitution thereof. A pledge of direct obligations of the United States Government will be made in an amount sufficient to cover all Residence Halls, Bookstore and University Center funds in keeping with existing agreements between the Board of Regents of Texas Tech University and the Housing and Home Finance Agency, and Department of Health, Education and Welfare, and other federal agencies.

WHEREAS, the FIRST NATIONAL BANK IN DALLAS has agreed to act as Trustee hereunder for said bonds and other indebtedness and to hold same in trust in accordance with this agreement:

NOW, THEREFORE, it is mutually agreed as follows:

I

DEPOSITS OF THE UNIVERSITY

The Bank agrees to accept funds of the University for investment under the following terms and conditions:

It is understood that this agreement will always be subject to the statutes of the Congress of the United States and the State of Texas. In addition, this agreement is subject to and governed by the rules and regulations promulgated by the Office of the Comptroller of the Currency of the United States, the Board of Governors of the Federal Deposit Insurance Corporation, as such rules, regulations, and statutes now exist, or as they may be amended from time to time throughout and during the term of this contract, as well as other statutes. If this agreement should be, or become, in conflict with such statutes, rules and regulations, then this agreement shall be amended to comply with such statutes, rules and regulations.

1. The Bank will pay the following rates of interest on Certificates of Deposit. These rates will also apply to Open Time Accounts.

- (a) Amounts under \$100,000

Maximum rates allowed by Regulation Q, Federal Reserve Board.

- (b) Amounts over \$100,000

- (1) 30-179 days: 0.11% (eleven basis points) above the "interest yield equivalent" (coupon equivalent) of 13-week Treasury Bills, as determined at weekly auction by the U. S. Treasury and published in the Wall Street Journal. (For example, on Tuesday, July 10, 1979, the "coupon equivalent" auction rate reported by the Wall Street Journal was 9.65%. From Tuesday, July 10, 1979, through Monday, July 16, 1979, Certificates of Deposit would be issued at a rate of 9.76%).
 - (2) 180-365 days: 0.11% (eleven basis points) above the "interest yield equivalent" (coupon equivalent) of the 26-week Treasury Bills, as determined at weekly auction by the U. S. Treasury and published in the Wall Street Journal.
 - (3) Over one year: Rate to be negotiated between the University and Bank.
 - (4) Rates on Certificates of Deposit or Open Time Accounts with a maturity date after August 31, 1981, will be negotiated.
2. The Bank will guarantee acceptance of \$15,000,000 in total time deposits. Additional amounts will be accepted subject to availability of collateral.

It is understood the University does not guarantee the amount to be deposited for investments.

3. Interest on Time Deposit Open Accounts will be simple interest computed on a 365-day basis and paid on each account as of the last calendar day of each month. Interest will be deposited or transferred as instructed not later than the end of the next business day following the last calendar day of the month. A monthly statement of each such Time Deposit Open Account as of the last calendar day of each month will be prepared and forwarded to reach the University no later than the 10th calendar day of the month following.
4. Each deposit received for open time will be considered a new deposit subject to the then current rate even though it carries the same maturity date as other funds deposited previously.
5. Amounts under \$100,000 will be combined in Open Time Accounts if they are received the same date and carry the same maturity. Amounts under \$100,000 cannot be combined with previously dated deposits to secure the rate for \$100,000 and over.
6. Interest on Certificates of Deposit will be calculated on a 360-day base, payable at maturity.
7. Certificates of Deposit will be issued, or Open Time Accounts established, only upon receipt of collected funds.
8. Funds withdrawn prior to maturity will be subject to interest penalty per Regulation Q, Federal Reserve Board.
9. The Bank has both incoming and outgoing wire transfer capabilities and will conduct the Universities' cash investment business by wire as the primary means. The transfer system is of the "on line" type. Direct transfers can and will be made as requested by the University.
10. Bank officer who will handle the Universities' accounts will be George Schabel, Assistant Vice President, Investment Department.

II

BONDS AND OTHER SECURITIES TO BE DEPOSITED WITH TRUSTEE FOR COLLECTION:

a. The State National Bank of El Paso agrees to deliver to the First National Bank in Dallas, Dallas County, Texas as Trustee, bonds, notes, bills, certificates of obligations issued by the United States or by instrumentalities, agents, or corporations of the United States, or bonds or any state, county, city, town, independent school district, common school district or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Constitution thereof, in any amount, exclusive of accrued interest, based on current market value to secure all funds of the University. The market value of said bonds and other securities deposited with the Trustee shall at all times equal or exceed the amount of funds of the University on deposit with the Bank. The bonds or other

securities mentioned above shall be kept and retained by said Trustee in trust so long as the depository relationship between the Bank and University shall exist and thereafter so long as said deposits made by the University with the Bank or any portion thereof shall not have been paid by the Bank.

b. It is agreed and understood by all parties hereto that the Trustee hereunder will not be required to ascertain the amount of funds on deposit to the credit of the University with the Bank, nor the validity, authenticity, genuineness or negotiability of the securities deposited hereunder in trust by the Bank and shall not be liable to anyone hereunder except for the safe-keeping of the securities delivered to it.

c. Should the Bank fail at any time to immediately pay and satisfy upon presentation, any check, draft or voucher lawfully drawn upon any demand deposit, or in case the Bank becomes insolvent or in any manner breaches its contract with the University, it shall be the duty of the Trustee, upon proper demand of the University to sell such bonds, and out of the proceeds therefrom pay the University all damages and losses sustained by it, together with all expenses of any kind and every kind incurred by it on account of such failure on insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds.

d. Any sale by the Trustee herein made of such bonds, or any part thereof, will be a public sale. Provided, however, that said Trustee shall give notice to the University and Bank of at least ten (10) days prior to the date of sale naming in said notice the time and place of such sale, and such sale shall be to the highest bidder for cash; and the University shall have the right to bid at such sale.

e. If the Bank should desire to sell or otherwise dispose of any one or more of such bonds deposited with Trustee, it may substitute for any one or more of such bonds other bonds of the same character and amount, which said right of substitution shall remain in full force and be exercised by the Bank as often as it may desire to sell or otherwise dispose of such original bonds or substitute bonds; provided, however, that at all times the aggregate amount of such bonds deposited with Trustee shall always be such that the aggregate market value thereof, exclusive of accrued interest, shall be at least equal to the sum of Universities' funds or deposits in all accounts; if any time the aggregate amount of such bonds so deposited with the Trustee be less than the total sum of the Universities' funds on deposit with said Bank, then in that event, Bank shall, upon demand in writing by University, immediately deposit with Trustee such additional bonds as may be necessary to equal the total sum of said deposits.

f. Trustee shall furnish to both the University and the Bank an itemized receipt describing the securities in detail, and upon written request of the University, shall furnish as of any date requested, a completely itemized list of the bonds held as security for the University.

g. If, at any time, the bonds in the hands of Trustee shall have a market value in excess of the sum of balances due University by the Bank, then on the

written authorization of the Vice President for Finance and Administration of Texas Tech University and Texas Tech University Health Sciences Center authorizing the withdrawal of a specified amount of bonds, Trustee shall deliver this amount of bonds and no more to Bank, taking its receipt therefor, and Trustee shall have no further liability for bonds so redelivered to Bank.

III

When the relationship of depositor and depository between University and Bank shall have ceased to exist, and when Bank shall have properly paid out all of such present and future deposits of University, it shall be the duty of University to give Trustee a certificate to that effect, whereupon Trustee shall, with the approval of University, redeliver to Bank all bonds then in its possession belonging to Bank, taking its receipt therefor, and an order on said Trustee by University and receipt for such bonds by Bank shall be a full and final release of Trustee of all duties and obligations undertaken by it by virtue of these presents and it shall stand fully and finally acquitted of all liability of any kind and character whatsoever to both said University and said Bank.

IN WITNESS of the foregoing, parties hereto have signed their names by and through their respective undersigned officers hereunto duly authorized this 30th day of August, A. D., 1979.

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

BOARD OF REGENTS
TEXAS TECH UNIVERSITY

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

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

BOARD OF REGENTS
TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

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

ATTEST:

/s/ Roland J. Scott
Cashier

STATE NATIONAL BANK OF EL PASO
EL PASO, TEXAS

/s/ George Schabel
Assistant V.P.

ATTEST:

/s/ Larry Kennedy
OPERATIONS OFFICER/ASSISTANT CASHIER

FIRST NATIONAL BANK IN DALLAS
DALLAS, TEXAS

/s/ Charles R. Harbison
VICE PRESIDENT

Cash Investment Depository Contract - First National Bank in Dallas

12. d. The following Contract No. 268 with First National Bank in Dallas, as a Cash Investment Depository Bank is entered for information purposes. Execution of this contract was authorized in the meeting of August 3, 1979, Item M201.

CASH INVESTMENT
DEPOSITORY CONTRACT

Contract No. 268

STATE OF TEXAS

COUNTY OF LUBBOCK

This Agreement made and entered into by and between the BOARD OF REGENTS of TEXAS TECH UNIVERSITY and of TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, hereinafter referred to as "UNIVERSITY", the FIRST NATIONAL BANK IN DALLAS, a banking corporation duly incorporated under the laws of the United States and authorized to operate a banking business in the State of Texas and with its place of business in Dallas, Dallas County, Texas, hereinafter called "BANK", and the MERCANTILE NATIONAL BANK AT DALLAS, Dallas County, Texas, a national banking corporation incorporated under the laws of the United States and authorized to operate a banking business in the State of Texas, with its principal place of business in Dallas, Texas, hereinafter called "TRUSTEE".

WITNESSETH:

WHEREAS, the FIRST NATIONAL BANK IN DALLAS has been designated as one of several Cash Investment Depository Banks for funds of the University for a period beginning September 1, 1979, and ending August 31, 1981, with annual renewal thereafter upon reaching mutual written agreement on contract conditions, and

WHEREAS, the parties have agreed that all funds deposited by the University will be secured in full at all times by a pledge with a trustee bank of bonds or other evidence of indebtedness issued by the United States or by instrumentalities, agents or corporations of the United States, or bonds of any state, county, city, town, independent school district, common school district, or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Constitution thereof.

WHEREAS, the MERCANTILE NATIONAL BANK AT DALLAS has agreed to act as Trustee hereunder for said bonds and other indebtedness and to hold same in trust in accordance with this agreement:

NOW, THEREFORE, it is mutually agreed as follows:

I

DEPOSITS OF THE UNIVERSITY

The Bank agrees to accept funds of the University for investment under the following terms and conditions:

It is understood that this agreement will always be subject to the statutes of the Congress of the United States and the State of Texas. In addition, this agreement is subject to and governed by the rules and regulations promulgated by the Office of the Comptroller of the Currency of the United States, the Board of Governors of the Federal Reserve System, as such rules, regulations and statutes now exist, or as they may be amended from time to time throughout and during the term of this contract, as well as other statutes. If this agreement should be, or become, in conflict with such statutes, rules, regulations, then this agreement shall be amended to comply with such statutes, rules and regulations.

1. Time Deposit Open Accounts or Certificates of Deposit only will be handled.
2. Minimum maturity 30 days.
3. Maximum amount of acceptable investment \$15,000,000. It is understood the University does not guarantee the amount to be deposited for investments.
4. Time Deposit Open Accounts (TDOA's) or Certificates of Deposit will be opened for stated maturities, not to be less than thirty (30) days. University will contract to leave funds on deposit for the stated maturity. Withdrawal prior to maturity will result in the imposition of a penalty. Federal regulations currently prescribe a penalty consisting of the forfeiture of three month's interest for early withdrawal of deposits with an original maturity of one year or less and the forfeiture of six months interest for early withdrawal of deposits with original maturities exceeding one year. If the money has been on deposit for a period less than the penalty period, all interest is forfeited. Where necessary to comply with the requirements of the regulation, any interest already paid to or for the account of the depositor shall be deducted from the amount requested to be withdrawn.

Any amendment of a Time Deposit Contract or Certificate of Deposit that results in an increase in the rate of interest paid or in a reduction in the maturity of the deposit constitutes a payment of the Time Deposit or Certificate of Deposit before maturity under the regulations. Thus, should the University establish a TDOA with a \$50,000 balance and 90 day maturity and ten days later wish to add \$60,000 with the same maturity date, the new balance of \$110,000 would increase the rate pursuant to the bid and force the imposition of the interest rate penalty. Nothing, of course, will prevent the University from opening two separate TDOA's or CD's at the less than \$100,000 rate.

5. Interest on CD's and TDOA's will be computed on an actual/365 day basis.
6. Interest will be paid or credited monthly.

7. No interest will be paid after maturity.
8. As of end of month, account statements will be prepared monthly and University will receive same by the 10th of the succeeding month.
9. Rates to be paid under this agreement:
 - a. Under \$100,000 5.50%
 - b. Over \$100,000 and 30-179 days 7.375%
 - c. Over \$100,000 and 180-731 days 7.875%
10. FED WIRE AND BANK WIRE facilities will be furnished as follows:
 - a. Wire Fee \$2.80
 - b. Wire Advice \$2.25
 - c. Telephone Advice \$1.25

Outgoing wires will incur a service charge of \$2.80. Advice of receipt for incoming wires shall incur a service charge of \$1.25 if by telephone or \$2.25 if by wire. If both means of notification are requested, both fees will be charged.

11. Properly executed corporate resolutions and account authorizations will be provided by University prior to opening of accounts and the provision of wire transfer facilities.
12. Funds on deposit as of September 1, 1981, will be wired at maturity to successor depository upon receipt of proper instructions.
13. The Bank designates James A. Brickley, Executive Vice President, to handle the University's accounts. Any change in this designation will be promptly reported to the University's Vice President for Finance and Administration.

II

BONDS AND OTHER SECURITIES TO BE DEPOSITED WITH TRUSTEE FOR COLLECTION:

a. The First National Bank in Dallas agrees to deliver to the Mercantile National Bank at Dallas, Dallas County, Texas, as Trustee, bonds, notes, bills, certificates of obligations issued by the United States or by instrumentalities, agents or corporations of the United States, or bonds of any state, county, city, town, independent school district, common school district or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Constitution thereof, in any amount, exclusive of accrued interest, based on current market value to secure all funds of the University. The market value of said bonds and other securities deposited with the Trustee shall at all times equal or exceed the amount of funds of the University on deposit with the Bank. The bonds or other securities mentioned above shall be kept and retained by said Trustee in trust so long as the depository relationship between the Bank and University shall exist and thereafter so long as said deposits made by the University with the Bank or any portion thereof shall not have been paid by the Bank.

b. It is agreed and understood by all parties hereto that the Trustee hereunder will not be required to ascertain the amount of funds on deposit to the credit of the University with the Bank, nor the validity, authenticity, genuineness or negotiability of the securities deposited hereunder in trust by the Bank and shall not be liable to anyone hereunder except for the safekeeping of the securities delivered to it.

c. Should the Bank fail at any time to immediately pay and satisfy upon presentation, any check, draft or voucher lawfully drawn upon any demand deposit, or in case the Bank becomes insolvent or in any manner breaches its contract with the University, it shall be the duty of the Trustee, upon proper demand of the University, to sell such bonds and out of the proceeds therefrom pay the University all damages and losses sustained by it, together with all expenses of any kind and every kind incurred by it on account of such failure or insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds.

d. Any sale by the Trustee herein made of such bonds, or any part thereof, will be a public sale. Provided, however, that said Trustee shall give notice to the University and Bank of at least ten (10) days prior to the date of sale naming in said notice the time and place of such sale, and such sale shall be to the highest bidder for cash; and the University shall have the right to bid at such sale.

e. If the Bank should desire to sell or otherwise dispose of any one or more of such bonds deposited with Trustee, it may substitute for any one or more of such bonds other bonds of the same character and amount, which said right of substitution shall remain in full force and be exercised by the Bank as often as it may desire to sell or otherwise dispose of such original bonds or substitute bonds; provided, however, that at all times the aggregate amount of such bonds deposited with Trustee shall always be such that the aggregate market value thereof, exclusive of accrued interest, shall be at least equal to the sum of University's funds or deposits in all accounts; if any time the aggregate amount of such bonds so deposited with the Trustee be less than the total sum of the University's funds on deposit with said Bank, then in that event, Bank shall, upon demand in writing by University immediately deposit with Trustee such additional bonds as may be necessary to equal the total sum of said deposits.

f. Trustee shall furnish to both the University and the Bank an itemized receipt describing the securities in detail, and upon written request of the University, shall furnish as of any date requested, a completely itemized list of the bonds held as security for the University.

g. If, at any time, the bonds in the hands of Trustee shall have a market value in excess of the sum of balances due University by the Bank, then on the written authorization of the Vice President for Finance and Administration of Texas Tech University and Texas Tech University Health Sciences Center authorizing the withdrawal of a specified amount of bonds, Trustee shall deliver this amount of bonds and no more to Bank, taking its receipt therefor, and Trustee shall have no further liability for bonds so redelivered to Bank.

III

When the relationship of depositor and depository between University and Bank shall have ceased to exist, and when Bank shall have properly paid out all of such present and future deposits of University, it shall be the duty of University to give Trustee a certificate to that effect, whereupon Trustee shall, with the approval of University, redeliver to Bank all bonds then in its possession belonging to Bank, taking its receipt therefor, and an order on said Trustee by University and receipt for such bonds by Bank shall be a full and final release of Trustee of all duties and obligations undertaken by it by virtue of these presents and it shall stand fully and finally acquitted of all liability of any kind and character whatsoever to both said University and said Bank.

IN WITNESS of the foregoing, parties hereto have signed their names by and through their respective undersigned officers hereunto duly authorized this 31st day of August, A.D., 1979.

ATTEST:

BOARD OF REGENTS
TEXAS TECH UNIVERSITY

/s/ Freda Pierce
Freda Pierce, Secretary

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

ATTEST:

BOARD OF REGENTS
TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

/s/ Freda Pierce
Freda Pierce, Secretary

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

ATTEST:

FIRST NATIONAL BANK IN DALLAS
DALLAS, TEXAS

/s/ Charles V. Brophy
Charles V. Brophy
Investment Officer

/s/ James A. Brickley
James A. Brickley, EVP

ATTEST:

MERCANTILE NATIONAL BANK AT DALLAS
DALLAS, TEXAS

/s/ Anna DuVal
Operations Officer

/s/ Minnie L. Chipman
Minnie L. Chipman

Cash Investment Depository Contract - First City National Bank of Houston

12. e. The following Contract No. 269 with First City National Bank of Houston as a Cash Investment Depository Bank is entered for information purposes. Execution of this contract was authorized in the meeting of August 3, 1979, Item M201.

CASH INVESTMENT
DEPOSITORY CONTRACT Contract No. 269

STATE OF TEXAS

COUNTY OF LUBBOCK

This Agreement made and entered into by and between the BOARD OF REGENTS of TEXAS TECH UNIVERSITY and of TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, hereinafter referred to as "UNIVERSITY", the FIRST CITY NATIONAL BANK OF HOUSTON, a banking corporation duly incorporated under the laws of the United States and authorized to operate a banking business in the State of Texas and with its place of business in Houston, Harris County, Texas, hereinafter called "BANK", and the SOUTHERN NATIONAL BANK OF HOUSTON, Harris County, Texas, a national banking corporation incorporated under the laws of the United States and authorized to operate a banking business in the State of Texas, with its principal place of business in Houston, Texas, hereinafter called "TRUSTEE".

WITNESSETH:

WHEREAS, the FIRST CITY NATIONAL BANK OF HOUSTON has been designated as one of several Cash Investment Depository Banks for funds of the University for a period beginning September 1, 1979, and ending August 31, 1981, with annual renewal thereafter upon reaching mutual written agreement on contract conditions, and

WHEREAS, the parties have agreed that all funds deposited by the University will be secured in full at all times by a pledge with a trustee bank of bonds or other evidence of direct indebtedness issued by the United States, or bonds of any state, county, city, town, independent school district, common school district, or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Constitution thereof.

WHEREAS, the SOUTHERN NATIONAL BANK OF HOUSTON has agreed to act as Trustee hereunder for said bonds and other indebtedness and to hold same in trust in accordance with this agreement;

NOW, THEREFORE, it is mutually agreed as follows:

I

DEPOSITS OF THE UNIVERSITY

The Bank agrees to accept funds of the University for investment under the following terms and conditions:

It is understood that this agreement will always be subject to the statutes of the Congress of the United States and the State of Texas. In addition, this agreement is subject to and governed by the rules and regulations promulgated by the Office of the Comptroller of the Currency of the United States, the Board of Governors of the Federal Reserve System, as such rules, regulations, and statutes now exist, or as they may be amended from time to time throughout and during the term of this contract, as well as other statutes. If this agreement should be, or become, in conflict with such statutes, rules and regulations, then this agreement shall be amended to comply with such statutes, rules and regulations.

1. Fed Fund Wire facilities will be provided.
2. The Bank's tentative ceiling on University funds for investment is \$20,000,000 with possible change in the future. It is understood that the University does not guarantee the amount to be deposited for investments.
3. The Bank will pay interest under the terms, conditions and at the rates as follows:
 - a. The Rate the Bank will pay on amounts over \$100,000 for maturities of thirty (30) days up to and including 365 days is variable and will be either the, for all maturities, 13-week Treasury Bill auction (discount) rate for the prior week plus 25 basis points or the Public Fund CD rate published by the Bank, whichever is higher.
 - b. The Bank will pay the maximum interest permitted by the Federal Reserve on amounts less than \$100,000.
 - c. Interest is calculated on an actual day/360 simple interest basis.
 - d. Open Time Accounts interest will be paid monthly while CD's pay at maturity. Interest earnings on Open Time Deposits will be available and deposited or transferred as instructed not later than the end of the next business day following the last calendar day of the month.
 - e. A monthly statement of each time deposit open account as of the last calendar day of each month will be prepared and forwarded to reach the University no later than the 10th calendar day of the following month.
4. At the termination of the Depository Contract, the University may leave with the Bank any such funds that are in accounts with maturities beyond the termination of the contract, until such deposits reach maturity.
5. The accounts and business of the University will be coordinated through Mr. Thomas R. Mongan, Vice President.

II

BONDS AND OTHER SECURITIES TO BE DEPOSITED WITH TRUSTEE FOR COLLECTION:

a. The First City National Bank of Houston agrees to deliver to the Southern National Bank of Houston, Harris County, Texas, as Trustee, bonds, notes, bills, certificates of obligations issued by the United States or by instrumentalities, agents, or corporations of the United States, or bonds of any state, county, city, town, independent school district, common school district or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Constitution thereof, in any amount, exclusive of accrued interest, based on current market value to secure all funds of the University. The market value of said bonds and other securities deposited with the Trustee shall at all times equal or exceed the amount of funds of the University on deposit with the Bank. The bonds or other securities mentioned above shall be kept and retained by said Trustee in trust so long as the depository relationship between the Bank and University shall exist and thereafter so long as said deposits made by the University with the Bank or any portion thereof shall not have been paid by the Bank.

b. It is agreed and understood by all parties hereto that the Trustee hereunder will not be required to ascertain the amount of funds on deposit to the credit of the University with the Bank, nor the validity, authenticity, genuineness or negotiability of the securities deposited hereunder in trust by the Bank and shall not be liable to any one hereunder except for the safekeeping of the securities delivered to it.

c. Should the Bank fail at any time to immediately pay and satisfy upon presentation, any check, draft or voucher lawfully drawn upon any demand deposit, or in case the Bank becomes insolvent or in any manner breaches its contract with the University, it shall be the duty of the Trustee, upon proper demand of the University to sell such bonds, and out of the proceeds therefrom pay the University all damages and losses sustained by it, together with all expenses of any kind and every kind incurred by it on account of such failure on insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds.

d. Any sale by the Trustee herein made of such bonds, or any part thereof, will be a public sale; provided, however, that said Trustee shall give notice to the University and Bank of at least ten (10) days prior to the date of sale naming in said notice the time and place of such sale, and such sale shall be to the highest bidder for cash; and the University shall have the right to bid at such sale.

e. If the Bank should desire to sell or otherwise dispose of any one or more of such bonds deposited with Trustee, it may substitute for any one or more of such bonds other bonds of the same character and amount, which said right of substitution shall remain in full force and be exercised by the Bank as often as it may desire to sell or otherwise dispose of such original bonds or substitute bonds; provided, however, that at all times the aggregate amount of such bonds deposited with Trustee shall always be such that the aggregate market value thereof, exclusive of accrued interest, shall be at least equal to the sum of University's funds or deposits in all accounts; if any time the aggregate amount of such bonds so deposited with the Trustee be less than the total sum of the University's funds on deposit with said Bank, then in that event, Bank shall,

upon demand in writing by University immediately deposit with Trustee such additional bonds as may be necessary to equal the total sum of said deposits.

f. Trustee shall furnish to both the University and the Bank an itemized receipt describing the securities in detail, and upon written request of the University, shall furnish as of any date requested, a completely itemized list of the bonds held as security for the University.

g. If, at any time, the bonds in the hands of Trustee shall have a market value in excess of the sum of balances due University by the Bank, then on the written authorization of the Vice President for Finance and Administration of Texas Tech University and Texas Tech University Health Sciences Center authorizing the withdrawal of a specified amount of bonds, Trustee shall deliver this amount of bonds and no more to Bank, taking its receipt therefor, and Trustee shall have no further liability for bonds so redelivered to Bank.

III

When the relationship of depositor and depository between University and Bank shall have ceased to exist, and when Bank shall have properly paid out all of such present and future deposits of University, it shall be the duty of University to give Trustee a certificate to that effect, whereupon Trustee shall, with the approval of University, redeliver to Bank all bonds then in its possession belonging to Bank, taking its receipt therefor, and an order on said Trustee by University and receipt for such bonds by Bank shall be a full and final release of Trustee of all duties and obligations undertaken by it by virtue of these presents and it shall stand fully and finally acquitted of all liability of any kind and character whatsoever to both said University and said Bank.

IN WITNESS of the foregoing, parties hereto have signed their names by and through their respective undersigned officers hereunto duly authorized this 30th day of August, A.D., 1979.

ATTEST:

BOARD OF REGENTS
TEXAS TECH UNIVERSITY

/s/ Freda Pierce
Freda Pierce, Secretary

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

ATTEST:

BOARD OF REGENTS
TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

/s/ Freda Pierce
Freda Pierce, Secretary

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

ATTEST:

/s/ Patricia Strickland

ATTEST:

/s/ Billie J. Webb
Assistant Cashier

FIRST CITY NATIONAL BANK OF HOUSTON
HOUSTON, TEXAS

/s/ Thomas R. Mongan, Vice President
Thomas R. Mongan

SOUTHERN NATIONAL BANK OF HOUSTON
HOUSTON, TEXAS

/s/ D. E. Blair, Exec. Vice President

Tisdell and Adling, Architects - Music Building Addition

12. f. The following Contract No. 270 with Tisdell and Adling to provide general construction and administration of an addition to the Music Building is entered for information purposes. Execution of this contract was authorized in the Board meeting of August 3, 1979, Item M186.

Contract No. 270

AGREEMENT

made the eighth day of August in the year of Nineteen Hundred and Seventy nine.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting by and through Robert L. Pfluger, Chairman, the Owner, and Tisdell and Adling Architects and Engineers, Lubbock, Texas, the Project Architect.

A. SCOPE OF THE WORK

Provide architectural and engineering services to prepare plans and specifications, assist in receiving bids, and provide the administration of general construction, mechanical and electrical work for the construction of an addition to the Music Building.

B. ARCHITECTURE SERVICES

The Architect shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and shall submit to the Owner a statement of probable construction cost based on current market conditions in the area.
3. When applicable for the purpose of preparing grant applications, the Architect shall furnish sufficient detail and information to satisfy the requirements of federal, state, county and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to materials, structure, mechanical and electrical systems, and such other essentials as may be appropriate.

The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

5. Prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications.

The Architect shall advise the Owner of any adjustments to previous Statement of Probable Construction Cost indicated by changes in requirements agreed to by the Owner, or general market conditions.

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, the Architect shall assist the Owner in obtaining bids or negotiated proposals and in awarding construction contracts.
7. Provide general administration of the Construction Contract and to be the Owner's representative during construction and until final payment.

Advise and consult with the Owner and all the Owner's instructions to the Contractor will be issued through the Architect/Engineer.

Make periodic visits to the site on working days at no extra cost to the Owner to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents.

8. Based on such observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owing to the Contractor and shall issue and recommend Certificates for Payment in such amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with two sets of Schematic Design Studies, two sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawing prints showing changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678g., Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents and a complete survey of the site and utilities serving it, soil analysis, and a program of the work outlining in detail the space requirements and their general relationship.

2. The Owner shall furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, the cost of such supervisory personnel shall be borne by the Owner in addition to the Architect's basic fee. Such personnel shall be mutually acceptable to the Owner and the Architect.

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

Construction Cost based upon all work designed or specified by the Architect with the authorization and approval of the Owner shall be determined as follows, with precedence in the order listed.

1. For completed construction, the total cost to the Owner of all such work. See section below on payment for alternates; or
2. When Project or any part thereof is not constructed, the lowest bona fide bid received from a qualified bidder for any or all of such work. See section below on payment for alternates; or
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate, or (2) the Architect's latest Statement of Probable Construction Cost. See section below on payment for Alternates.
4. Construction Cost does not include the fees for the Architect and consultants, the cost of the land, right-of-way, or other costs which are the responsibility of the Owner as provided in Article C.
5. The preparation of change orders on such applicable construction shall be the responsibility of the Architect.

ALTERNATES

1. No payment for Deductive or Additive Alternates prepared for the convenience of the Architect to assure that the project cost is within the Architect's budget and not specifically requested by the Owner will be made by the Owner unless the same are incorporated into the work and actually constructed.
2. When Deductive or Additive Alternates are specifically requested and approved by the Owner, the Owner will pay the full architectural fee if same are incorporated into the work and actually constructed. If not constructed, the Owner will pay the Architect 80% of the architectural fee for such alternates. Amount will be determined as shown in paragraphs 2 and 3 of "Construction Cost" above.

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

The Owner agrees to pay the Architect as compensation for the basic services six percent (6%) of the authorized and approved construction cost, as such term "Construction cost and alternates" is defined in paragraph D above.

1. Payments to the Architect for basic services may be made monthly in proportion to the service actually performed, but not to exceed the percentages specified at the completion of each phase of work as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding or Negotiation Phase	5%
Construction Phase	20%

F. ADDITIONAL SERVICES

During the course of the study, revisions or additions to the services may be requested by the Owner. Such changes and expenses shall be as mutually agreed upon in writing and as approved by Owner or its duly authorized and designated representative prior to the beginning of any work. Compensation to the Architect for additional services shall be as follows:

1. Direct Personnel Expense

The Architect will be reimbursed for direct personnel expense of those principals, associates, and employees of the firm who are assigned to and are productively engaged on the project which includes architect, engineers, designers, draftsmen, and specification writers, in consultation, research, designing, drawings, specifications or other documents pertaining to the project.

The direct personnel expense will be based on an amount of 2.75 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

Expenses such as reproduction, postage, out-of-state travel directly related to such agreed additional services must be approved in

writing by the Owner or its duly authorized and designated representative before the same are incurred for such expenses to be reimbursed to the Architect by the Owner.

G. CONSULTANTS

It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the University may from time to time wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner and at no expense to the Architect.

H. CONTINUING SERVICES

Following completion of any phase of the work, the Owner may elect to continue, delay, abandon, or revise the work. The payment for services accordingly will be as mutually agreed per the contract documents.

I. NONDISCRIMINATION IN EMPLOYMENT

The Architect agrees not to discriminate against an employee or applicant for employment because of race, religion, color, national origin, age, handicap or sex.

J. ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner or its duly authorized and designated representative. Said records shall be preserved for a period of three years after final payment.

K. TERMINATION OF AGREEMENT

This agreement may be terminated by either party on thirty days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner giving written notice directed as follows:

Tisdell and Adling
3416 Joliet Street
Lubbock, Texas 79413

Likewise, termination by the Architects shall be accomplished by directing written notice to:

Chairman, Board of Regents
Texas Tech University
P. O. Box 4610
Lubbock, Texas 79409

Also, the Owner reserves the right to terminate this agreement upon written notice to the Architect should this project not receive approval of the Coordinating Board, Texas College and University System.

In the event of termination, the Architect shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, and based upon completion of work through any phase under the fee basis as applicable, or on a direct personnel expense basis, or a combination thereof, as the case may be and approved by Owner or its duly authorized and designated representative.

Copies of drawings, specifications, or any other materials to date of termination will be furnished to the Owner on date of termination.

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the project for which they are made is executed or not provided, however, that should original drawings, specifications and other documents be used by the Owner on the completion of this project then in such event, there shall be no additional charge for the same without regard to the services of other or future architects on various other or future phases of the project.

M. SUCCESSORS AND ASSIGNS

The Owner hereby binds itself, its successors, assigns and legal representatives to the Architect in respect to all stipulations, terms and covenants of this agreement; and likewise, the Architect hereby binds himself, his successors, assigns and legal representatives to the Owner, in respect to all stipulations, terms and covenants of this Agreement.

N. ASSIGNMENT

Neither the Owner nor the Architect shall assign, sublet or in any manner transfer it or their respective interest in this Agreement to any other person, individual, firm, corporation or other interest without prior written consent of the other respective party.

O. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Architect.

P. APPLICABLE LAW

This Agreement shall be considered to be performed in Lubbock County, Texas.

Q. DESIGNATION OF 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 Architect is otherwise notified in writing by Owner and directed to Architect at their address as above set forth.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this the 21st day of August, 1979.

OWNER
BOARD OF REGENTS
TEXAS TECH UNIVERSITY

ARCHITECT
TISDEL AND ADLING

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

By /s/ C. Berwyn Tisdell

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

Contract of Employment - Dr. Lawrence L. Graves

13. a. The following contract of employment with Dr. Graves is entered for information purposes.

CONTRACT OF EMPLOYMENT

This agreement is made and entered into this 4th day of August, 1979, by and between Texas Tech University and Texas Tech University Health Sciences Center, hereinafter called "Universities" and Dr. Lawrence L. Graves, hereinafter called "Dr. Graves."

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. Graves is employed by the Universities upon the terms, conditions, stipulations, covenants, and agreements as follows:

I.

Dr. Graves is and shall continue as President and Chief Executive Officer of The Universities effective the 4th day of August, 1979, to serve thereafter at the will and pleasure of the Board of Regents until duly terminated by such Board or until a new President is appointed.

II.

It is understood by the parties hereto that Dr. Graves is serving as President and Chief Executive Officer of the Universities on an interim basis until such time as a President and Chief Executive Officer is appointed. Dr. Graves hereby agrees that he will not be a candidate for the position of President and Chief Executive Officer. It is further understood by the parties hereto that, upon termination of his position as President, Dr. Graves shall return to his previous position of Dean of the College of Arts and Sciences with no loss of any benefits attached to such position as Dean.

III.

As a condition of his employment and in order for him to discharge properly the duties of his office, Dr. Graves 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. Such insurance shall include the usual features such as fire and casualty, collision, public liability, personal liability, injury, and medical payment features to protect adequately the various interests of the parties; maintenance shall also include warranty items, if any, and other items of repair to the vehicle.

In order to discharge properly the duties of his office, Dr. Graves is provided private funds currently available for (a) supplemental operating cost of the President's Office, (b) attendance at University functions, and (c) official University entertainment.

IV.

Dr. Graves 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.

V.

Dr. Graves shall be remunerated for services rendered as President and Chief Executive Officer at a salary based on an annual rate of \$56,000 per year, beginning August 4, 1979, payable monthly as the same accrues. This salary of \$56,000 includes a stipend of \$8,000 associated with his work as President and Chief Executive Officer. This stipend is a part of the position only. Upon termination of his position as President and Chief Executive Officer and upon return to his previous position of Dean of the College of Arts and Sciences his salary will revert to \$48,000.

VI.

Dr. Graves 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. Graves' participation in such programs shall be in accordance with applicable state statutes and University rules and regulations governing such contributions and participation.

VII.

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 4th day of August, 1979.

/s/ Lawrence L. Graves
Lawrence L. Graves

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

/s/ Freda Pierce
Freda Pierce, Secretary

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

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