

MINUTES OF
BOARD OF REGENTS MEETING
FEBRUARY 3, 1978

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

Board of Regents Meeting
February 3, 1978

M62. The Board of Regents of Texas Tech University met in regular session February 3, 1978 at 9:00 a.m. in the Board of Regents Suite on campus. The following Regents were present: Dr. Judson F. Williams, Chairman, Mr. Robert L. Pfluger, Vice Chairman, Mr. J. Fred Bucy, Mr. Clint Formby, Mr. Roy K. Furr, Mr. A. J. Kemp, Jr., Mr. Charles G. Scruggs, Mr. James L. Snyder and Mr. Don R. Workman. University officials and staff present were: Dr. Cecil Mackey, President; Dr. Glenn E. Barnett, Vice President for Planning; Mr. Kenneth Thompson, Vice President for Administration; Dr. Charles S. Hardwick, Vice President for Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Mr. Bill J. Parsley, Director of Public Affairs; Dr. Clyde E. Kelsey, Jr., Vice President for Development and University Relations; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Dr. Monty E. Davenport, Senior Associate Vice President; Dr. Len Ainsworth, Associate Vice President for Academic Affairs; Dr. John Baier, Assistant Vice President for Student Affairs; Mrs. Freda Pierce, Secretary of the Board; Dr. Marilyn Phelan, General Counsel; Dr. Moses Turner, Director of Student Life; Mr. Norman Igo, Director of New Construction; Mr. Mike Sanders, Assistant Director of Public Affairs; Mr. John Taylor, Contracting and Purchasing Officer; Mr. Clyde J. Morganti, Assistant to the President; Dr. Carl Stem, Dean of the College of Business Administration; Dr. Rex P. Kennedy, Director, Division of Agricultural Services; Dr. Clarence Bell, Chairperson of the Faculty Senate; Reverend Mike Lundy, Chairperson of Biblical Literature; Mr. Joe MacLean, Director of Recreational Sports; Mr. Bob Duncan, Special Assistant to the Director of Student Life; Ms. Jane Brandenberger, Director of University News and Publications; Ms. Sharon Nelson, Executive Secretary, Office of the President, Ms. Patti Walsh, Secretary, Office of the President, and Ms. Grace Frazier, Secretary, Faculty Senate.

Others present were: Mr. I. Wylie Briscoe; Mrs. Judson F. Williams; Mrs. Roy K. Furr; Mrs. Gwen Stafford; Mr. Sam Maclin, Russ Securities Corporation; Dr. John H. Alexander, Mr. Wayne R. Roberts and Mr. J. B. Pace, Legislative Budget Board; Ms. Candy Sagon, Avalanche-Journal; Mr. Jay Rosser, Editor, University Daily; Ms. Kay Bell and Ms. Barbara Pogue, University Daily; Ms. B. J. Hefner, Mr. Ashton Thornhill and Ms. Janet Warren, KMCC-TV; Mr. Abner Euresi and Mr. Joe Gilbert, KCBK-TV; Ms. Mary Alice Robbins, KLBK-TV; Mr. Chuck Campbell, President, Mr. David Sterrett, Internal Vice President, Mr. Ronnie Bobbitt, External Vice President, Student Association; Mr. Don Hase, President, Residence Halls Association; Mr. Robert Bradshaw, Mr. Glen Smith, Mr. Rod McClendon, Mr. Brad Gray, Ms. Pam Rabeen, Ms. Kathy Edlin, Ms. Jane Steinmann, Ms. Elaine Jensen, Mr. Ron Lewis, Ms. Jeanie Field, Mr. Chuck Reid, Mr. Mark Goldberg, Ms. Ruth Williams, Mr. John Morrow, Mr. David Plummer, Mr. Ben Grounds, Mr. Jerry Lane, Mr. Dan Martin, Mr. Jay

Hudlow, Ms. Nancy Neill, Mr. David Griffin, Mr. Clint Milton, Mr. Fred Wilmer, Mr. Ronnie Jackson and Ms. Cheryl Eldred, students.

M63. Dr. Williams called the meeting to order and asked Dr. Len Ainsworth to give the invocation.

M64. Mr. Workman gave the report for the Public Affairs, Development and University Relations Committee. Upon motion made by Mr. Workman, seconded by the entire Board, the attached Resolution honoring Mr. I. Wylie Briscoe was adopted; Attachment No. 1.

M65. Dr. Williams then announced an Executive Session, and made the following statement: "The Board of Regents of Texas Tech University and Texas Tech University School of Medicine now having been duly convened in open session, and statutory notice of these meetings of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce Executive Sessions of the Board to be held in compliance with Article 6252-17 Texas Civil Statutes, and these Executive Sessions are specifically authorized by Section 2 - Paragraphs E, F, and G of the Statute." The Board of Regents of Texas Tech University reconvened in open session at 11:10 a.m. with Texas Tech University School of Medicine recessed until the conclusion of the present session.

M66. Upon motion made by Mr. Kemp, seconded by Mr. Furr, the Board by unanimous vote approved the Minutes of the Board meeting of December 2, 1977.

M67. Upon motion made by Mr. Workman, seconded by Mr. Kemp, the Board by unanimous vote approved Items for Ratification, being Items 1 a through 2 a.

M68. Mr. Formby gave the report for the Academic and Student Affairs Committee. The following eleven items (M69 through M79) constitute action taken upon the committee recommendation.

M69. Upon motion made by Mr. Formby, seconded by Mr. Workman, the Board by unanimous vote approved the changes in academic rank as indicated on the attached roster; Attachment No. 2.

M70. Upon motion made by Mr. Formby, seconded by Mr. Furr, the Board by a vote of five to three granted tenure to the attached list of faculty of Texas Tech University, effective this date; Attachment No. 3. Some members of the Board felt that a thorough study of an alternative to tenure was in order, and those voting against the motion explained that the negative vote was not against any individual whose name was on the list.

M71. Upon motion made by Mr. Formby, seconded by Mr. Bucy, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents approves the Master of Science in Atmospheric Science degree. The Proposal is attached; Attachment No. 4. Dr. Mackey explained that this degree program is a redesignation, and not a new degree proposal.

M72. Upon motion made by Mr. Formby, seconded by Mr. Bucy, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents approves the Master of Science in Biology degree; the Proposal is attached; Attachment No. 5.

M73. Upon motion made by Mr. Formby, seconded by Mr. Kemp, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents approves the Bachelor of Landscape Architecture degree. The Proposal is attached, Attachment No. 6.

M74. Upon motion made by Mr. Formby, seconded by Mr. Furr, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents adopts the attached revised Paragraph 3 of their resolution of March 9, 1977, regarding security clearance; Attachment No. 7.

M75. Upon motion made by Mr. Formby, seconded by Mr. Snyder, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents extends an invitation to continue on the faculty for one year, to Dr. Ivan L. Little, Professor and Chairperson, Department of Philosophy, and Dr. Louis John Powers, Professor, Department of Mechanical Engineering.

M76. Upon motion made by Mr. Formby, seconded by Mr. Kemp, the Board by unanimous vote approved the following: RESOLVED, that the President is authorized to execute Affiliation Agreements with the National Accrediting Agency for Clinical Laboratory Sciences approved schools of medical technology in which one or more of our students wishes to pursue a clinical training curriculum to complete requirements for the program in medical technology leading to the Bachelor of Science degree in Medical Technology. A copy of the Affiliation Agreement is attached, Attachment No. 8.

M77. In response to previous inquiries Dr. Mackey supplied the Board with an Agricultural Lands Use Report. In considering the proposed leasing of agricultural lands in Lubbock and Randall counties, the Board recognized that continuing to provide financial support for the farming of these lands by the Division of Agricultural Services of the College of Agricultural Sciences would place an unacceptable financial burden on University resources; however, the Board expressed the feeling that the situation should be kept under study to insure that leasing the land does not have any detrimental effect on the teaching and research programs of the College of Agricultural Sciences.

M78. Upon motion made by Mr. Workman, seconded by Mr. Pfluger, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents confers emeritus status to Lewis N. Jones, Dean of Students.

M79. Upon motion made by Mr. Formby, seconded by Mr. Furr, the Board defeated the following motion by a vote of seven to one: RESOLVED, that the Board of Regents amends Section III of the Code of Student Affairs to read as follows and authorizes the President of the University to take appropriate action to implement this change: Alcoholic Beverages: The possession or consumption of alcoholic beverages, including beer, on the campus is prohibited. However,

the sale of beer and wine by the University Center, and possession and consumption of such beverages is permitted in the University Center in a space specifically designated for that purpose. Students are required to comply with state laws against possession or consumption of alcoholic beverages by persons below eighteen years of age. Prior to the motion, Mr. Formby requested that Chuck Campbell, President of the Student Association, present the recommendation of the Student Association. Student Nancy Neill presented views of a student group opposing the motion.

M80. Mr. Bucy gave the report for the Finance Committee. The following four items, (M81 through M84) constitute action taken upon the committee recommendation.

M81. Upon motion made by Mr. Bucy, seconded by Mr. Furr, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents of Texas Tech University adds the name of Mary E. Druce to the persons listed in M181 of the Board of Regents meeting of July 8, 1977 to whom authority is delegated for approval and payment of all accounts covering expenditures for State appropriated funds and all other University controlled funds effective 3rd day of February, 1978 through August 31, 1978 or until such time as she is separated from the University or is assigned another responsibility.

M82. Upon motion made by Mr. Bucy, seconded by Mr. Scruggs, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents of Texas Tech University revokes the designations and empowerments of D. S. Akins, Director of Financial Aids, to sign and/or countersign checks drawn on the University's Financial Aids Cashier's Account in the First National Bank, Lubbock, Texas, and further,

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 through August 31, 1978.

M83. Upon motion made by Mr. Bucy, seconded by Mr. Workman, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves the Amendment to the Operating Agreement between the Board of Regents of Texas Tech University and the City of Lubbock for the use of the Auditorium-Coliseum parking area and the payment to the City of \$10,000 annually for such parking privileges. The Amendment to Operating Agreement is attached; Attachment No. 9.

M84. Upon motion made by Mr. Bucy, seconded by Mr. Furr, the Board by unanimous vote approved the following: The Board of Regents approves the initiation of an advance refunding program for Texas Tech University Combined Fee Revenue Bonds, Series 1974 and Series 1975 and the employment of Russ Securities Corporation as Fiscal Agents, McCall, Parkhurst and Horton, Bond Attorneys, and Haynes and Miller, Special Arbitrage Tax Counsel for this purpose. Further, approve the taking of bids on the

public sale of the refunding bond issue at 10:00 a.m. on April 6, 1978, with action to be taken by the Board of Regents by 10:00 a.m. on Friday, April 7, 1978. The Certificate for Resolution and the Resolution Fixing Certain Student Use Fees at Texas Tech University is attached; Attachment No. 10.

M85. Mr. Kemp gave the report for the Campus and Building Committee. The following ten items (M86 through M95) constitute action taken upon the committee recommendation.

M86. Upon motion made by Mr. Kemp, seconded by Mr. Workman, the Board by unanimous vote approved the following: RESOLVED, that the bid of Bunger Construction Co., Inc. for the purchase of Concrete Bunks for the Killgore Beef Cattle Teaching and Research Center is accepted in the amount of \$11,475 and that a contract be duly executed.

M87. Upon motion made by Mr. Kemp, seconded by Mr. Scruggs, the Board by unanimous vote approved the following: RESOLVED, that the bid of W & W Manufacturing Company for the purchase of Automatic Waterers for the Killgore Beef Cattle Teaching and Research Center is accepted in the amount of \$3,888 and that a contract be duly executed.

M88. Upon motion made by Mr. Kemp, seconded by Mr. Furr, the Board by unanimous vote approved the following: RESOLVED, that the bid of W & W Manufacturing Company for the purchase of additional pens for the Killgore Beef Cattle Teaching and Research Center is accepted in the amount of \$33,936 and that a contract be duly executed.

M89. Upon motion made by Mr. Kemp, seconded by Mr. Scruggs, the Board by unanimous vote approved the following: RESOLVED, that the bid of Arrow Electric for the Electrical Work for the feeding pens at Killgore Beef Cattle Teaching and Research Center is accepted in the amount of \$8,595 and that a contract be duly executed.

M90. Upon motion made by Mr. Kemp, seconded by Mr. Scruggs, the Board by unanimous vote approved the following: RESOLVED, that the bid of Wally's Ditching Service for the Plumbing Work for the feeding pens at Killgore Beef Cattle Teaching and Research Center is accepted in the amount of \$1,950 and that a contract be duly executed.

M91. Upon motion made by Mr. Kemp, seconded by Mr. Pfluger, the Board by unanimous vote approved the following: RESOLVED, that the bid of Larkan Steel Erectors for the Roof Repair Work for the feeding pens at Killgore Beef Cattle Teaching and Research Center is accepted in the amount of \$5,000 and that a contract be duly executed.

M92. Upon motion made by Mr. Kemp, seconded by Mr. Scruggs, the Board by unanimous vote approved the following: RESOLVED, that the bid of Bunger Construction Co., Inc. for the purchase of the pads for the Automatic Waterers for the Killgore Beef Cattle Teaching and Research Center is accepted in the amount of \$1,080 and that a contract be duly executed.

M93. Upon motion made by Mr. Kemp, seconded by Mr. Formby, the Board by unanimous vote approved the following: RESOLVED, that the Contract Documents for the Recreation Center are approved, and that authority is given to receive bids. Various drawings of the Recreation Center were exhibited prior to the motion.

M94. Upon motion made by Mr. Kemp, seconded by Mr. Formby, the Board by unanimous vote approved the following: RESOLVED, that December 1, 1977 is recorded as the acceptance date for the general renovation of the dining room, concession area, the ballroom stage, and the installation of food service equipment in the University Center.

M95. Upon motion made by Mr. Kemp, seconded by Mr. Furr, the Board by unanimous vote approved the following: RESOLVED, that the figures in the motion adopted by the Board on October 7, 1977 (Item M7) be added to read as follows:

Awarding of Contracts:

After advertising and the opening of sealed bids, the following construction contracts will be taken to the Board of Regents for award:

Contracts for the construction or erection of permanent improvements in the amount of \$50,000 or greater.

The following construction contracts are to be awarded with the approval of the President:

Contracts for the construction or erection of permanent improvements in the amount of \$49,999.99 or less.

In any event where a contract is to be recommended for award to other than the lowest bidder, the Board of Regents representatives will see that the low bidder is given a hearing prior to the awarding of the contract for that project, in keeping with the requirements of H.B. 1110.

M96. Dr. Mackey reported that the University received a net profit of \$60,740 for having participated in the Tangerine Bowl game.

M97. Mr. Furr gave the report for the Committee of the Whole. Upon motion made by Mr. Furr, seconded by Mr. Pfluger, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents authorizes the continued employment for 1978-79 of the individuals whose names appear on the attached list, who will have reached the age of 65 on or before September 1, 1978; Attachment No. 11.

M98. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:rc

Attachments (February 3, 1978)

1. Resolution, Mr. I. Wylie Briscoe; Item M64.
2. Changes in Academic Rank; Item M69.
3. List of Faculty Granted Tenure; Item M70.
4. Degree Proposal, Master of Science in Atmospheric Science; Item M71.
5. Degree Proposal, Master of Science in Biology; Item M72.
6. Degree Proposal, Bachelor of Landscape Architecture; Item M73.
7. Revised Security Clearance Resolution; Item M74.
8. Affiliation Agreement re Medical Technology; Item M76.
9. Amendment to Operating Agreement, City of Lubbock, Use of Auditorium-Coliseum Parking Lot; Item M83.
10. The Certificate for Resolution and the Resolution Fixing Certain Student Use Fees at Texas Tech University; Item M84.
11. List of Individuals Extended Beyond the Age of 65; Item M97.

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I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of the Texas Tech University Board of Regents Meeting on February 3, 1978.

(Mrs.) Freda Pierce, Secretary

SEAL

February 3, 1978

RESOLUTION

I. Wylie Briscoe

WHEREAS, able men envision great possibilities for themselves and others, and thus make possible unusual achievements for those institutions to which they apply their efforts and dreams, and

WHEREAS, I. Wylie Briscoe, through his personal aspirations and efforts, has helped the firms and organizations with which he has been involved to grow and prosper in the Lubbock community, and

WHEREAS, he has provided unusual leadership for Anderson Clayton & Company and the American State Bank of Lubbock, and has led each enterprise to new levels of success, and

WHEREAS, long ago he realized the possibilities of Texas Tech University's becoming a great University in this area, and

WHEREAS, Mr. Briscoe and his late wife, Elizabeth, had long desired to express their appreciation for what Texas Tech University and Lubbock had meant to them personally, and

WHEREAS, to show this appreciation, he has created and has established the I. Wylie Briscoe and Elizabeth Briscoe Chair in Bank Management in the College of Business Administration at Texas Tech University.

NOW THEREFORE BE IT RESOLVED that the Board of Regents of Texas Tech University pauses in its deliberations to honor the memory of Mrs. Elizabeth Briscoe and to acknowledge and to express deep gratitude to I. Wylie Briscoe for the gift of this endowed chair and the impetus toward greatness which its establishment gives to Texas Tech University.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and a copy be delivered to Mr. I. Wylie Briscoe.

Changes in Academic Rank

Effective September 1, 1978

<u>Name</u>	<u>Current Rank</u>	<u>Proposed Rank</u>
COLLEGE OF AGRICULTURAL SCIENCES		
<u>Department of Agricultural Economics</u>		
1. Hong Yong Lee	Assoc. Prof.	Professor
<u>Department of Agricultural Education</u>		
2. Jerry Don Stockton	Assist. Prof.	Assoc. Prof.
COLLEGE OF ARTS AND SCIENCES		
<u>Department of Art</u>		
1. Hugh Gibbons	Assoc. Prof.	Professor
2. Hiram Varner Greer	Assist. Prof.	Assoc. Prof.
<u>Department of Biological Sciences</u>		
3. Caryl E. Heintz-O'Conner	Assist. Prof.	Assoc. Prof.
<u>Department of Chemistry</u>		
4. Richard Allen Bartsch	Assoc. Prof.	Professor
<u>Department of Classical and Romance Languages</u>		
5. Edward Vincent George	Assoc. Prof.	Professor
6. Robert Jeffry Morris	Assoc. Prof.	Professor
<u>Department of English</u>		
7. Charles W. Brewer	Assist. Prof.	Assoc. Prof.
8. David Leon Higdon	Assoc. Prof.	Professor
9. Patrick W. Shaw	Assist. Prof.	Assoc. Prof.
10. Jeffrey Roger Smitten	Assist. Prof.	Assoc. Prof.
11. Ernest W. Sullivan, II	Assist. Prof.	Assoc. Prof.
12. Jack Douglas Wages	Assoc. Prof.	Professor

Department of Geography

13. Otis Worth Templer	Assoc. Prof.	Professor
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Department of Health, Physical Education and Recreation

14. Margaret E. Willis	Assist. Prof.	Assoc. Prof.
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Department of Mass Communications

15. Hower J. Hsia	Assoc. Prof.	Professor
16. Harmon L. Morgan	Assist. Prof.	Assoc. Prof.
17. Hershel Womack	Instructor	Assist. Prof.

Department of Mathematics

18. James M. Davenport	Assist. Prof.	Assoc. Prof.
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Department of Music

19. Anthony Norman Brittin	Assoc. Prof.	Professor
20. Richard A. McGowan	Assist. Prof.	Assoc. Prof.

Department of Psychology

21. Jeffrey Wayne Elias	Assist. Prof.	Assoc. Prof.
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COLLEGE OF BUSINESS ADMINISTRATION

Area of Accounting

1. Dan M. Guy	Assoc. Prof.	Professor
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Area of Finance

2. John William Petty	Assoc. Prof.	Professor
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COLLEGE OF EDUCATION

Department of Education Foundations and Services

1. Paul N. Dixon	Assist. Prof.	Assoc. Prof.
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Department of Secondary Education

2. Alice McCreary Denham	Assist. Prof.	Assoc. Prof.
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COLLEGE OF ENGINEERING

Department of Civil Engineering

1. Kishor C. Mehta	Assoc. Prof.	Professor
2. James R. McDonald	Assoc. Prof.	Professor
3. Lloyd Victor Urban	Assist. Prof.	Assoc. Prof.

Department of Industrial Engineering

4. Milton L. Smith	Assoc. Prof.	Professor
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COLLEGE OF HOME ECONOMICS

Department of Food and Nutrition

1. Dorothy Helen Brittin	Assist. Prof.	Assoc. Prof.
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Department of Home and Family Life

2. Arthur W. Avery	Assist. Prof.	Assoc. Prof.
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Faculty Granted Tenure
Effective February 3, 1978

Name

Rank

COLLEGE OF AGRICULTURAL SCIENCES

Department of Agricultural Economics

1. Gene A. Mathia

Professor

Department of Agricultural Education

2. Jerry Don Stockton

Assist. Prof.

Department of Animal Science

3. Robert Allen Long

Professor

Department of Entomology

4. Darryl Paul Sanders

Professor

COLLEGE OF ARTS AND SCIENCES

Department of Art

1. James A. Broderick

Assoc. Prof.

Department of Biological Sciences

2. Herman B. Hartman

Assoc. Prof.

3. Caryl L. Heintz-O'Conner

Assist. Prof.

Department of English

4. Charles W. Brewer

Assist. Prof.

5. Ann A. Daghistany

Assist. Prof.

6. Patrick W. Shaw

Assist. Prof.

7. Jeffrey Roger Smitten

Assist. Prof.

8. Ernest W. Sullivan, II

Assist. Prof.

Department of Geosciences

9. Gerald M. Jurica

Assoc. Prof.

10. Warren W. Wood

Adjunct Prof.

Department of Health, Physical Education and Recreation

- | | |
|------------------------|---------------|
| 11. Martin McIntyre | Professor |
| 12. Margaret E. Willis | Assist. Prof. |

Department of Mass Communications

- | | |
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| 13. Hershel Womack | Instructor |
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Department of Mathematics

- | | |
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| 14. James M. Davenport | Assist. Prof. |
| 15. David J. Lutzer | Assoc. Prof. |

Department of Political Science

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| 16. N. Joseph Cayer | Assoc. Prof. |
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Department of Psychology

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| 17. Jeffrey W. Elias | Assist. Prof. |
| 18. Vernon John Perez | Assoc. Prof. |

Department of Sociology

- | | |
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| 19. George Deane Lowe | Assoc. Prof. |
| 20. Charles Wilburn Peek | Assoc. Prof. |

Department of Speech and Theatre Arts

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| 21. John R. Muma | Professor |
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COLLEGE OF BUSINESS ADMINISTRATION

Area of Information Systems and Quantitative Sciences

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|------------------------|--------------|
| 1. Larry Morton Austin | Assoc. Prof. |
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Area of Marketing

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| 2. Patrick Michael Dunne | Assoc. Prof. |
| 3. James B. Wilcox | Assoc. Prof. |

Area of Accounting

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| 4. John M. Malloy | Assoc. Prof. |
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COLLEGE OF EDUCATION

Department of Foundations and Services

1. Paul N. Dixon

Assist. Prof.

Department of Secondary Education

2. Alice McCreary Denham

Assist. Professor

COLLEGE OF ENGINEERING

Division of Architecture

1. George T. C. Peng

Professor

Department of Chemical Engineering

2. Richard William Tock

Assoc. Prof.

Department of Civil Engineering

3. Joseph E. Minor

Assoc. Prof.

Department of Mechanical Engineering

4. Jerry Russell Dunn

Assoc. Prof.

Department of Petroleum Engineering

5. James T. Smith

Assoc. Prof.

COLLEGE OF HOME ECONOMICS

Department of Home and Family Life

1. Arthur W. Avery

Assist. Prof.

SCHOOL OF LAW

1. Robert A. Weninger

Assoc. Prof.

PROPOSAL TO ESTABLISH A MASTER OF SCIENCE DEGREE PROGRAM
IN ATMOSPHERIC SCIENCE AT TEXAS TECH UNIVERSITY

I. Introduction

The past decade has seen a strengthening of the research and operational capabilities of the atmospheric sciences, with a concomitant increase in capabilities for useful application on a scale heretofore impossible. Understanding of the atmosphere has increased rapidly and the gap between science and useful application has been substantially reduced. As a result, enlarged opportunities presently exist for extending our understanding of the atmosphere and for applying this understanding more effectively than ever before to human needs. Texas Tech has a unique opportunity among universities in Texas to contribute to atmospheric science education and research related to these needs.

As early as 1968, a faculty committee was appointed to make recommendations regarding initiation of a program in atmospheric science at Texas Tech. That committee (John Craig, EE; Raymond Meyer, Agronomy; Richard Quade, Physics; Deskin Shurbet, Geosciences) concluded that a group or Department of Atmospheric Science should be established at Texas Tech to help meet national educational needs as well as to help that institution reach its goals as a center of excellence for arid and semi-arid land studies. At about the same time, a report prepared for the Coordinating Board by Texas A&M University recommended the establishment of a program in atmospheric science at Texas Tech with emphasis on the meteorology and climatology of arid and semi-arid regions. The report stated that it was likely that the needs of Texas Tech can be met only with the establishment of a Department of Atmospheric Science if interdisciplinary research efforts are to flourish.

Courses in atmospheric science have been offered in the Department of Geosciences since the fall of 1969. At that time, twelve students were registered in two sections of atmospheric science courses. Currently, 700 students are registered in thirteen sections of atmospheric science. Enrollment in these courses has come from essentially all areas of the campus, including physical science, engineering, agriculture, liberal arts, business administration and education.

The geographical location of Texas Tech makes it an ideal base for the study of both severe storms and atmospheric water resources in arid and semi-arid lands. The semi-arid climate of the area is transitional between desert conditions to the west and humid climates to the east and southeast. The rapid depletion of groundwater supplies in many areas makes the study of both long and short term drought and the feasibility of weather modification efforts of extreme importance. Additionally, the study of atmospheric water resources is an important and in fact indispensable part of Tech's overall commitment to the study of arid and semi-arid lands. Regarding severe storms, no other university in the State of Texas is afforded as good an opportunity to observe, analyze and study the nature and predictability of thunderstorms, hail and tornadoes.

It is proposed that a Master of Science Degree Program in Atmospheric Science be established at Texas Tech. The University is ideally suited to support such a program which will without question make a significant contribution to higher education in the State of Texas.

II. Description of the Proposed Program

The proposed degree program will emphasize those areas of graduate education and research which are relevant to state and national needs and are particularly significant to the West Texas area. Primary objectives of

the program are as follows:

- (1) to provide quality education in atmospheric science at the graduate level;
- (2) to enhance the development of atmospheric science through significant research contributions and through a steady and beneficial influence on the local and regional scientific community.

Program emphasis will be in the following areas:

- 1) water resources and the climatology of arid and semi-arid environments;
- 2) weather modification and precipitation management;
- 3) the nature and predictability of severe storms (including hail storms, tornadoes and dust storms);
- 4) cloud micro-physics and dynamics;
- 5) applications of remote sensing (satellite meteorology) to the above research areas.

Two other degree programs in atmospheric science exist in the State of Texas. One of these, at the University of Texas at Austin, is a small program within the Department of Civil Engineering which specializes in boundary layer meteorology, an area not included in the proposed curriculum for Texas Tech. The other is a very broad program conducted at Texas A&M which offers degrees at all levels. Once again, however, areas of primary interest in this program do not correspond to those areas to be emphasized at Texas Tech. The proposed program will not compete with other atmospheric science programs in the State, but, in fact, will complement them by presenting opportunities in disciplines not presently emphasized elsewhere.

A program leading to a M.S. Degree in Geosciences with a specialty option in atmospheric science was initiated at Texas Tech in September of this year. At the present time there are five graduate students enrolled in the program which has an externally funded research budget of approximately \$110,000. Development of this program is sufficient to justify an independent graduate degree in atmospheric science.

Degree requirements for the proposed program will include a minimum of 24-hours of formal course work in addition to a thesis representing original research by the student. The curriculum will include courses in mathematics, physical science and engineering in addition to courses in atmospheric science. The following graduate level courses have been approved and are presently listed in the graduate catalog.

Atmospheric Science Courses

- ATMO 530 Advanced Problems in Atmospheric Science
- ATMO 5311 Biometeorology
- ATMO 5312 Applied Meteorology
- ATMO 5313 Advanced Dynamic Meteorology
- ATMO 5314 Physical and Dynamical Climatology
- ATMO 5315 Atmospheric Convection
- ATMO 5316 Dynamics of Severe Storms
- ATMO 5317 Atmospheric Vortices
- ATMO 5318 Hydrometeorology
- ATMO 5320 Mesometeorology
- ATMO 5321 Survey of Weather Modification
- ATMO 5322 Cloud Micro-Physics
- ATMO 5323 Physics of Precipitation

ATMO 5324 Atmospheric Radiation
ATMO 5325 Remote Probing of the Atmosphere
ATMO 631 Master's Thesis

Courses From Supporting Areas

GEOG 537 Seminar in Arid Land Problems
GEOL 5316 Remote Sensing Techniques
G.PH 531 Wave Propagation in Layered Media
MATH 5321 Methods of Applied Mathematics I & II
5322
MATH 5325 Partial Differential Equations I & II
5326
MATH 5329 Numerical Analysis I & II
5330
MATH 5363 Decision Theory
MATH 5367 Advanced Statistical Methods
MATH 5373 Stochastic Processes
MATH 5374 Advanced Mathematical Statistics I & II
5375
PHYS 535 Introduction to Statistical Physics
PHYS 536 Advanced Dynamics
CH.E 5322 Equilibrium Systems
CH.E 5362 Economics of Pollution Abatement
CH.E 5365 Instrumental Analysis for Air Pollutants
CH.E 5367 Air Pollution Control Technology
C.E. 5352 Advanced Surface Hydrology
C.E. 5379 Air Pollution Control
E.E. 5328 Statistical Theory of Communications
E.E. 5343 Radio Propagation
M.E. 5321 Classical Thermodynamics
M.E. 5322 Continuum Thermodynamics

Course work in supporting fields is more than adequate to support the proposed program. No improvement or expansion in these fields will be necessary.

The following is a typical semester-by-semester curriculum for the proposed program.

1st Year

Fall

Atmospheric Science
Atmospheric Science
Math, Physical Science or
Engineering
Research

Spring

Atmospheric Science
Atmospheric Science
Math, Physical Science or
Engineering
Research

2nd Year

Fall

Atmospheric Science
Thesis

Spring

Atmospheric Science
Thesis

III. Justification for the Proposed Program

The program, as outlined above, addresses significant needs of this region, the state and the nation which are not presently being emphasized elsewhere. The geographical location of Texas Tech University, the qualifications of its faculty, and the overall mission of the institution are all factors which support the concept of the establishment of a graduate program in atmospheric science.

In addition, the future demand for persons specializing in the atmospheric sciences is considerable. Students with advanced degrees are in demand to conduct research, teach in colleges and universities and engage

in management and consulting. The advent of weather satellites and electronic computing in addition to new international cooperative programs have expanded the boundaries of atmospheric science and opened new fields of activity in the study of weather on a global scale. Employment opportunities for graduates will continue to increase as the value of weather information to all segments of our economy receives further recognition.

At a recent national meeting of the American Meteorological Society, a special session was devoted to education and manpower requirements in the atmospheric sciences. Dr. Werner A. Baum, Chancellor of the University of Wisconsin-Milwaukee, emphasized the importance of recruiting students for atmospheric science, particularly at the M.S. level. Professional opportunities for meteorologists presently require 400 graduates per year. The total number of graduates entering the job market at this time is approximately 340 per year and many of these have only an undergraduate background which is not sufficient to qualify them for the specialized positions which need to be filled.

Given a reasonable degree of political and economic stability, future opportunities for professional meteorologists should be even better. Quite literally, we have only just begun to develop and apply our knowledge of atmospheric processes, processes which are all-pervasive in their implications for human welfare.

A Master of Science Degree in Atmospheric Science is now needed to assure continued growth of the program at Texas Tech. Presently, an option in atmospheric science is available within the M.S. Degree program in Geosciences. Thus, the program is already operating and will require no major outlay of funds for its establishment. Identification of the program as "Atmospheric Science" is a necessity in order to compete with other universities in the state and nation for the best students.

IV. Projected Enrollment

There are presently five graduate students registered in the atmospheric science option program (M.S. in Geosciences). Enrollment should increase to 15-20 students within two years and remain at this level. A large majority of these students will be supported by research funds which should exceed \$200,000 before the end of this two-year period.

Education in applied atmospheric science requires that we reexamine traditional curricula and provide study areas designed to cope with problems requiring coordinated efforts on a broad intellectual base. For this reason, students entering the graduate program in atmospheric science may come from a wide variety of undergraduate academic backgrounds, including physics, mathematics, chemistry and engineering, as well as meteorology. Recruiting will be carried on nation wide in order to insure the availability of quality students. Approximately 20 students applied for admission into the program in 1977-78. The applicants represented a wide range of Universities both in this country and abroad including Florida State University, Purdue, Penn State University and the New York University system.

V. Relationship to Other University Programs

Strong ties have already developed between the atmospheric science group in the College of Arts and Sciences and other groups on the campus. In several instances, cooperative research projects are already underway. It will be a major objective to strengthen these ties as the atmospheric science program develops. Several related areas or programs are as follows:

- (1) Disaster Research Institute (Civil Engineering) - structural damage from severe storms;
- (2) Energy Research Institute (Electrical Engineering) - solar energy;

- (3) Chemical Engineering - atmospheric dust;
- (4) Radio Wave Propagation Laboratory (Electrical Engineering) -
radar detection of and electrical effects generated by severe storms;
- (5) Mathematics - development of mathematical models of atmospheric
phenomena;
- (6) ICASALS - climatology of arid and semi-arid lands;
- (7) Water Resources Center - atmospheric water resources.

Vi. Faculty

Faculty whose primary commitment is to the atmospheric science program
are as follows:

Donald R. Haragan, Ph.D., Associated Professor of Geosciences.

(Hydrometeorology and Physical Climatology);

Gerald M. Jurica, Ph.D., Associate Professor of Geosciences.

(Satellite Meteorology and Atmospheric Physics);

Richard E. Peterson, Ph.D., Associate Professor of Geosciences.

(Dynamic Meteorology and Severe Storms).

Commitment for a fourth faculty member in atmospheric science has
been made by the Dean of Arts and Sciences. This addition is expected to
take effect in September 1978. Faculty with primary responsibility in
other Departments but who will be directly involved in the atmospheric science
program are as follows:

Thomas F. Trost, Ph.D., Associate Professor of Electrical Engineering.

(Severe Storms);

Wayne Ford, Ph.D., Professor of Mathematics. (Atmospheric Modelling);

Robert Bethea, Ph.D., Professor of Chemical Engineering. (atmospheric
Dust).

Otis Templer, Ph.D., Associate Professor of Geography (Water Resources).

The present student-faculty ratio in atmospheric science courses is approximately 35 to 1. This is due primarily to service courses at the undergraduate level which form a teaching base for the program. Student population in these courses is presently limited to 700 students per semester. More than 100 students were turned away at registration this semester because of insufficient teaching personnel. Additional teaching help is required at the level of Teaching Assistant (graduate student) if the undergraduate service program is allowed to expand. A schedule for acquisition of personnel for the next five years is as follows:

<u>Year</u>	<u>New Faculty (FTE)</u>
1978-79	1 (Assistant or Associate Professor)
1979-80	1 (2 Teaching Assistants)
1980-81	0
1981-82	0
1982-83	0

Acquisition of new faculty will require no unique recruiting techniques or unusual outlay of funds. Each faculty member will be actively involved in research and will usually derive a portion of his salary from externally generated funds. The new faculty positions will become available through redistribution of priorities and FTE allocation within the College of Arts and Sciences.

VII. Administration of the Proposed Program

For the immediate future, the program will be administered by the Department of Geosciences and thus will not affect administrative structure of the Institution. The atmospheric science group has recently moved to new quarters, however, and has become semi-autonomous in the sense that a separate budget has been established, independent of control by the Department of

Geosciences. The atmospheric science program is effectively independent in an administrative sense as well having acquired its own secretarial, clerical and technical support staff from research funding. The faculty in both geoscience and atmospheric science agree that separation of the two groups is desirable in order to promote further growth and development. This view is supported by the Chairman of the Department of Geosciences, Dr. David K. Davies.

In view of the above, separate status for atmospheric science within the College of Arts and Sciences is anticipated in the near future. Implementation of this plan is directly related to and dependent upon the approval of a M.S. Degree in atmospheric science.

VIII. Library

The current holdings in the library are adequate to begin the atmospheric science graduate program; however, gradual improvement will be necessary to afford adequate support for graduate and faculty research. Attention over the years has ensured that many of the relevant books are in the library. The Document Section, with a few notable exceptions, retains necessary government publications. The most serious inadequacies are in the back issues and current subscriptions for journals. Several of the current serial holdings do not pre-date the mid 1960's; only a few extend to the pre-World War II period. Approximately 16 current journals are not received by the library; subscriptions should be taken for about half of these in order to stay abreast of current research.

Interlibrary loan is the major vehicle available for using the resources of other libraries, especially in Texas. This means has been extensively pursued already; however it is only of value once a publication or article has been identified. Contemporary research is difficult to monitor in this way.

For the last two fiscal years, the expenditure for library acquisitions in the area of atmospheric sciences has been approximately \$2440. Maintaining the current rate of expenditure for books and increasing the serial subscriptions will require an annual outlay of about \$1700.

IX. Facilities and Equipment

The facilities utilized by atmospheric science are quite adequate and will remain so for the foreseeable future. Faculty and graduate students are housed on the 12th floor of the BA Tower. The assigned space includes four faculty offices, a communications and weather analysis laboratory, a secretarial office, a radar display room, a conference-reading room, four graduate teaching and research laboratories, three graduate student offices and an audiovisual center which includes a microfiche reader and a microfilm reader-printer. Access to the roof is also available so that observation programs can be carried out on a regular basis.

The equipment available for teaching and research has been significantly increased by a recent allocation of University funds to support the initiation and development of the graduate degree program. The following equipment is available:

A. Meteorological instruments

1. Teaching

- a) collection of standard thermometers, barometers, etc.,
for classroom demonstration
- b) teletype and facsimile machines to receive weather data
and maps

2. Research

- a) 20 microbarographs and hygrothermographs for field work
- b) WSR-1 weather radar for storm detection
- c) CPS-9 Weather Radar for storm and cloud physics research

B. Audio-visual equipment

1. Teaching

- a) 35-mm slide projector

2. Research

- a) 16-mm stop-action film projector
- b) 19" color television monitor/videotape playback system
- c) microfilm reader/printer
- d) 8-mm film projector
- e) cassette tape recorder
- f) microfiche reader
- g) 8-mm movie camera
- h) 16-mm movie camera

No purchases of additional major equipment are anticipated at this time.

X. Cost of the Proposed Program

During the 1976-77 fiscal year, funding for the atmospheric science program was approximately \$10,500 from state appropriated funds and \$110,000 in external research funding. A separate internal budget has now been established for atmospheric science from state funding in the amount of \$13,000 for the 1977-78 fiscal year. It is anticipated that external funding this period will exceed \$110,000.

Operating expenses for the Department of Geosciences for the last three fiscal years are as follows:

1975-76	\$39,500
1976-77	\$47,000
1977-78	\$52,000 (\$13,000 of this is allotted to atmospheric science).

Since a separate budget has already been established for atmospheric science, the proposed program should in no way affect the allocation or distribution of funds.

There are presently five graduate assistants in atmospheric science program. Three of these students are supported by external research funds and two hold teaching assistantships. Two additional teaching assistants (1/2 time each) will be required for the program, bringing the total to four at a cost to the state of \$13,200 per year. All other students in the program will be research assistants funded by external grants or contracts.

MASTER OF SCIENCE DEGREE IN BIOLOGICAL SCIENCES

DESCRIPTION OF PROPOSED PROGRAM

1. We request permission to offer the M. S. Degree in Biological Sciences. Currently, our department offers the Ph.D. Degree in Biology, Botany, Microbiology, and Zoology. With increasing sophistication in the studies of living organisms, many students at the undergraduate and graduate levels are choosing interdisciplinary studies that transcend the traditional degree programs such as botany, microbiology and zoology. Cell biology, genetics, population biology, systematics and ecology are examples of such interdisciplinary areas that are now treated as degree programs in some universities. There is currently accumulating a vast amount of information and synthesis covering these and other interdisciplinary approaches to the study of living organisms. At the doctoral level, students with interdisciplinary interest can be accommodated under our Ph.D. program in Biology, but we do not have an equivalent of this at the master or bachelor degrees level for students whose interests are in understanding processes and fundamental principles concerned with all groups of living organisms. We believe there will be an increasing demand for graduates who have this overview. The purpose of our request, therefore, is to provide the proper framework for the formal training of such students.

2. Most course offerings for students in the proposed program are now available. New courses proposed are only for research and thesis, indicated by an asterisk below. Courses to be taken outside the department, particularly in chemistry and mathematics, will depend on the student's area of interest and research.

Biol. 511 Seminar

Biol. 512 Advanced Experimental Heredity

Biol. 520 Advanced Experimental Laboratory in Developmental Biology

Biol. 521 Biological Electron Microscopy

Biol. 522 Instructional Methods in Biology

Biol. 530 Advanced Developmental Biology

*Biol. 531 Research in Biology

Biol. 532 Population Genetics

Biol. 535 Biological Fine Structure

Biol. 536 Techniques in Biological Electron Microscopy

Biol. 537 Special Problems in Genetics

Biol. 538 Advanced Population Biology

Biol. 539 Ecology of Inland Waters

Biol. 542 Advanced Cell Biology

Biol. 551 Cytogenetics

Biol. 552 Biometry

Biol. 5313 Biochemical Genetics

Biol. 5314 Special Problems in Biometry

Biol. 5315 Theoretical Ecology

Biol. 5316 Advanced Topics in Cell Biology

Biol. 5317 Advanced Topics in Developmental Biology

*Biol. 631 Masters Thesis

Bot. 531 Problems in Botany

Bot. 532 Vector Relationships in Plant Diseases for Advanced Students

Bot. 534 Advanced Plant Anatomy

Bot. 538 Advanced Taxonomy of Vascular Plants

- Bot. 539 Plant Speciation
- Bot. 5311 Morphogenesis and Plant Growth Regulators
- Bot. 5331 Plant Growth and Development
- Bot. 5333 Plant-Water Relationships
- Bot. 5336 Readings in Plant Geography
- Bot. 5338 Morphology of Fungi for Advanced Students
- Bot. 5339 Experimental Plant Anatomy
- Bot. 5341 Plant Chemosystematics
- Mbio. 521 Instrumental Methods of Microbiology
- Mbio. 534 Microbial Genetics
- Mbio. 536 Immunochemistry
- Mbio. 537 Microbial metabolism
- Mbio. 5323 Laboratory Microbial Physiology
- Mbio. 5332 Immunobiology
- Mbio. 5333 Advanced Bacterial Physiology
- Zool. 513 Laboratory in Comparative Neurophysiology
- Zool. 514 Laboratory in Arthropod Physiology
- Zool. 521 Selected Topics in Invertebrate Physiology
- Zool. 522 Selected Topics in Mammalogy
- Zool. 523 Comparative Neurophysiology
- Zool. 5118 Laboratory in Comparative Endocrinology
- Zool. 5311 Biology of the Acarina
- Zool. 5313 Advanced Ornithology
- Zool. 5314 Zoogeography
- Zool. 5318 Comparative Endocrinology
- Zool. 5319 Ichthyology
- Zool. 5320 Comparative Neuroanatomy

Zool. 524 Arthropod Physiology
Zool. 532 Principles of Systematic Zoology
Zool. 533 Advanced Herpetology
Zool. 536 Mammology for Advanced Students
Zool. 537 Physiological Ecology of the Vertebrates
Zool. 538 The Arachnids
Zool. 539 Biology of Helminth Parasitism
Zool. 5439 Comparative Physiology for Advanced Students
Zool. 544 Advanced Invertebrate Zoology
Zool. 560 Tropical Parasitology

3. Not Applicable

4. Special Requirements: Both thesis and non-thesis options are available. Thesis options will not differ from current requirements. The non-thesis option will require completion of 36 semester hours with no more than six hours of problem courses (531).

5. The degree proposal is new for our department

6. Master's degree programs in biology are offered at other Texas institutions. The point to make here is that our proposal would make use of currently available facilities and courses. The course requirements needed by a particular master's degree candidate are available now, and those that are appropriate are selected from various on-going programs to synthesize the interdisciplinary degree needs.

7. Students with interdisciplinary training are more adaptable to most academic or non-academic positions. However, a majority of our students receiving the M. S. Degree in Biological Sciences would

probably be in cell biology, genetics, developmental biology, population biology, or ecology and systematics. For people well trained and competitive, positions are usually available in academic institutions, research and development institutes, and certain industries.

8.

PROJECTED ENROLLMENT

9. Projected total enrollment for five years is about 190 students. This is based on the conservative estimate that about half of the M. S. students in botany and zoology and ten percent in microbiology over the past five years would have chosen the proposed M. S. Degree in Biological Sciences. Minors would not be affected by this program.

10. The likely source of students who will enroll in this program will come mostly from existing programs, but by the nature of the proposed new program, we believe some additional new students will be attracted.

FACULTY

11. The number of persons presently on the faculty who will be most directly involved is found on page No. 6 with their highest degrees and estimated course load data. We emphasize that the course load data will be essentially unchanged because the courses to be utilized in the new program are already being taught. All persons listed below are currently members of the Graduate Faculty.

Name	Rank	Highest Degree	Present Course Load	Estimated Course Load
Baker, Robert	Professor	Ph.D.	9-12 hrs.	9-12-hrs.
Baugh, Clarence	Assoc. Prof.	Ph.D.	9-12 hrs.	9-12 hrs.
Berlin, Jerry	Professor	Ph.D.	9-12 hrs.	9-12 hrs.
Brady, Thomas	Asst. Prof.	Ph.D.	9-12 hrs.	9-12 hrs.
Burns, John	Assoc. Prof.	Ph.D.	9-12 hrs.	9-12 hrs.
Coulter, Murray	Assoc. Prof.	Ph.D.	9-12 hrs.	9-12 hrs.
Felkner, Ira C.	Assoc. Prof.	Ph.D.	9-12 hrs.	9-12 hrs.
Francke, Oscar	Asst. Prof.	Ph.D.	9-12 hrs.	9-12 hrs.
George, John	Assoc. Prof.	Ph.D.	9-12 hrs.	9-12 hrs.
Goodin, Joe	Assoc. Prof.	Ph.D.	9-12 hrs.	9-12 hrs.
Hartman, H. Bernard	Assoc. Prof.	Ph.D.	9-12 hrs.	9-12 hrs.
Heintz, Caryl	Asst. Prof.	Ph.D.	9-12 hrs.	9-12 hrs.
*Jackson, R. C.	Professor	Ph.D.	4 hrs.	4-9 hrs.
**Jones, J. Knox	Professor	Ph.D.	3 hrs.	3 hrs.
Mecham, John	Professor	Ph.D.	9-12 hrs.	9-12 hrs.
Mitchell, Robert	Professor	Ph.D.	9-12 hrs.	9-12 hrs.
Morey, Philip	Professor	Ph.D.	9-12 hrs.	9-12 hrs.
Northington, David	Asst. Prof.	Ph.D.	9-12 hrs.	9-12 hrs.
***Packard, Robert	Professor	Ph.D.	3-6 hrs.	3-6 hrs.
Pimm, Stuart	Asst. Prof.	Ph.D.	9-12 hrs.	9-12 hrs.
Proctor, Vernon	Professor	Ph.D.	9-12 hrs.	9-12 hrs.
Rose, Francis	Professor	Ph.D.	9-12 hrs.	9-12 hrs.
Rylander, Kent	Professor	Ph.D.	9-12 hrs.	9-12 hrs.
Thayer, Donald	Professor	Ph.D.	9-12 hrs.	9-12 hrs.

*Chairman of Biological Sciences

**Vice President for Research & Graduate Studies

***Director of the Junction Center

12. The present student-faculty ratio for Biological Sciences is 20.57:1. We do not expect much, if any, change from the current figure.

13. No new faculty are needed for the proposed new program over the next five years. The teaching responsibilities for the new program will be absorbed in whole by the present faculty because the courses needed for the new program are being taught at the present time.

14. New faculty are not needed.

15. The current faculty are already involved in their primary responsibilities of teaching, research, and service. This program will not affect these or other university related activities of the present faculty. All faculty listed are members of the Graduate Faculty.

LIBRARY

16. Current library holdings are sufficient for this program. No improvement is necessary.

17. Faculty and students now use interlibrary loans if the needed items are not in our library. This could be done in the proposed program if the need ever arose.

18. Estimated total expenditures for the past two fiscal years is \$110,649.

19. There are no projected library expenses beyond our current needs for the next five years.

FACILITIES AND EQUIPMENT

20. Facilities currently utilized in three ongoing master and four doctoral degree programs will be available for use in the proposed program. No additional facilities will be needed in the near future.

ADMINISTRATION OF PROGRAM

21. The proposed program will not affect the administrative structure of our institution. The program will be administered by the Department of Biological Sciences, the College of Arts and Sciences, and the Graduate School.

ACCREDITATION

22. There are no extramural requirements for accreditation.

SUPPORTING FIELDS

23. The major supporting areas for the proposed degree are at hand in the department of Biological Sciences. However, as with other graduate and undergraduate degrees offered by the Department, ancillary courses are taken in chemistry, mathematics, and certain agricultural sciences. We do not anticipate any needed changes in these disciplines as a result of the new program.

COST OF PROPOSED PROGRAM

24. & 25. Because faculty and facilities are already available, and because the proposed program represents mostly a different emphasis for those who desire it, we do not expect any change from the ongoing costs of our established programs. The situation calls only for a shift in emphasis from one area to another within an existing departmental budget.

26. Department of Biological Sciences Maintenance and Operating

Funds:

(a) 1975-76 = \$103,400.

1976-77 = \$110,000.

(b) The only change anticipated would be a shift of funds to support those students who chose to concentrate on an interdisciplinary approach rather than an existing program. No significant change in total number of students is anticipated.

27. There is no additional need for research funds.

28. No additional graduate assistants are needed to begin the program.

29. The sources of financial support for the proposed program are contained in the regularly appropriated operating and maintenance budget. No new sources are needed because the program simply involves a re-allocation within an existing department in order to meet the needs of developing interdisciplinary areas.

30. Traditional masters programs already in effect have formal or understood subject matter requirements. A degree in any of these several disciplines tells an employer that the recipient has a certain basic knowledge in a specified subject field, and there is still a demand for students trained in the traditional disciplines. The proposed degree program will allow us to train students in areas than transcendent the more traditional and less flexible current disciplinary lines. Biological Sciences

have been undergoing significant changes for the past twenty years by incorporating ideas and principles from the chemical and physical sciences and mathematics. While the decades of the forties and fifties were properly called the age of physical sciences, the coming decades are generally conceded as belonging to the biological sciences. We propose to train students in the life sciences who are capable of using a number of interdisciplinary approaches to solving the future needs of society.

REQUEST FOR REINSTATEMENT OF
MAJOR AND DEGREE IN
LANDSCAPE ARCHITECTURE

August 1977

Department of Park Administration and
Landscape Architecture
College of Agricultural Sciences
Texas Tech University
Lubbock, Texas

I. GENERAL

Landscape architecture at Texas Tech University originated in 1926 as a major within the Department of Horticulture. The degree offered was the Bachelor of Landscape Architecture (BLA). The program was available for several more years, but there is no record of any graduates of the program. Subsequently the major and degree were dropped from the General Catalog. Landscape architecture courses however have been offered within the department since that time.

With the recent revitalization of the program eight years ago within the same department (now Park Administration and Landscape Architecture) it is felt that the reapproval of the major in Landscape Architecture and the reinstatement of the Bachelor of Landscape Architecture degree are desirable and necessary. This proposal is a request for the approval of those two items.

For the past several years the graduates of the program have received the degree B.S. in Agriculture, Park Administration Major. To students, professionals hiring these graduates and the public, this has been quite perplexing.

The principal need for the approval of major and degree for this program relates to student marketability and the job market. At present there is confusion among the professionals hiring landscape architects as to whether or not our students are in fact trained in this field since their diplomas and other documents from the University indicate their park administration status and only a

careful evaluation of the course work taken while enrolled in the program would indicate their landscape architectural education and training. Unfortunately many employers are unfamiliar with this situation and cursorily eliminate our graduates for employment consideration when they discover that they are listed as park administration students. This situation is further aggravated since the registration requirements for landscape architects in many states include graduation from an accredited landscape architectural program as a requisite. While our students do in fact meet this requirement, many of the state registration boards are uncertain of this. In fact this uncertainty has been true of the Texas State Board of Landscape Architects at times in the recent past. In order to clarify the situation for our graduates we feel that the status of major and the degree should be granted since the graduates are meeting all of the requirements for employment in this professional field as established by the registration procedures in the State of Texas and by the American Society of Landscape Architects through their bestowal of full accreditation on the program.

II. DESCRIPTION OF PROPOSED PROGRAM

1. TITLE OF PROPOSED DEGREE PROGRAM: Bachelor of Landscape Architecture, Major in Landscape Architecture

NATURE OF PROPOSED DEGREE PROGRAM: The landscape architecture program exposes the student to the basic requisites for initial landscape architectural practice, public or private, upon graduation. The program emphasizes physical design and planning problems in the natural environment.
2. COURSE OFFERINGS TO COMPRISE THE PROGRAM: See Figure 1, pages 5-6.
3. CURRICULUM FOR THE PROPOSED PROGRAM: See Figure 1
4. SPECIAL REQUIREMENTS INCLUDED IN THE DEGREE PLAN: Non anticipated.
5. RECENT HISTORY OF THE PROGRAM: This request is for authorization to give major status to the existing Landscape Architecture emphasis in Park Administration and to award the degree of Bachelor of Landscape Architecture. The Landscape Architecture emphasis in Park Administration has existed for eight years. The situation was formalized in 1970 by coordinating the program for all Landscape Architecture emphasis students under one advisor at which time there were approximately 35 students in the emphasis area. Enrollment was 118 students for the spring semester 1977.
6. SIMILAR PROGRAMS OFFERED ELSEWHERE IN TEXAS: The only other comparable Landscape Architecture program in the State of Texas is at Texas A & M University at College Station. That program is administered by the College of Environmental Design and

differs from the program at Texas Tech University in its association with the Architecture and Urban Planning programs at that school. The program at Texas Tech has a closer orientation with Ornamental Horticulture and Park Administration which has historically given the two programs slightly different orientations in their instruction. Texas Tech University's program was accredited by the American Society of Landscape Architects in 1972.

7. CURRENT MANPOWER NEEDS FOR GRADUATES OF THE PROGRAM: Landscape Architecture is the design profession most closely associated with the concern for the accommodation of structural development within the natural environment. Historically graduates from Landscape Architecture programs have enjoyed varied positions in both private office practice and public agencies. THE AREAS OF THEIR CONCERN range in scale from single family residential properties to national parks and statewide or regional resource development plans. Currently there are 38 landscape architectural programs in the United States accredited by the American Society of Landscape Architects. Of the other academic programs at Texas Tech University the Architecture, Engineering, Horticulture and Park Administration programs are those with whom the Landscape Architecture program is most closely affiliated.
8. APPROVAL BY THE INSTITUTION'S GOVERNING BOARD: This proposal was approved by the institution's governing board on _____.

Landscape Architecture 105

Landscape Architecture Curriculum.

FIRST YEAR		SECOND YEAR	
*PSS 1311, Prin. of Hort. or		*L A 242, Landscape Arch. I	4
*PSS 1312, Fund. of Hort.	3	*L A 243, Landscape Arch. II	4
*P A 134, Intro. to Park Admin.	3	*L A 3314, Graphic Comm. I	3
AECO 131 or ECO 133 or		*L A 3315, Graphic Comm. II	3
ECO 231 or ECO 235	3	*PSS 2411, Plant Matls.	4
*AG E 232, Plane-Topo. Surv.	3	*PSS 4315, Arboriculture	3
BIOL 140, 141, or 142 or		*ATMO 230, Descr. Meteorology or	
GEOL 133 and 111	4	*ATMO 332, Phys. Climatol. or	
ENGL 131, Coll. Rhetoric	3	*PSS 2233, Intro. Urban Soils	2-3
ENGL 132, Coll. Rhetoric	3	*ARCH 332, Hist. Landscape Arch.	3
HIST 231, HIST 232, HIST 4330		*ENGL 233, Tech. Writing	3
(select two)	6	†Electives	5-6
*MATH 133, Coll. Algebra or			35
*MATH 137, Intro. Math. Anal.	3		
P.E., Band, or Basic ROTC	2		
	33		
THIRD YEAR		FOURTH YEAR	
*L A 339, Landscape Constr.	3	*L A 421, Prof. Practice	2
*L A 342, Landscape Arch. III	4	*L A 444, Landscape Arch. V	4
*L A 343, Landscape Arch. IV	4	*L A 445, Landscape Arch. VI	4
*L A 346, Planting Design	4	*L A 4411, Adv. Landscape Constr.	4
*ANTH 231 or *ANTH 232 or		*PSS 3312 or *PSS 3313 or	
*SOC 2301 or *SOC 4362	3	*BOT 436 or *R&WM 232	3
*ARCH 338, Hist. Arch.	3	*P A 431 or *P A 432 or *P A	
*B A 3391, Business Law I or		433 or *P A 434 or *PA 3313	9
*B A 3393, Real Estate Law	3	(select three)	
POLS 231, Amer. Govt., Org.	3	*P A 441, Aerial Photo.	4
POLS 232, Amer. Public Policy	3	*ARCH 337, Prin. City Plan.	3
†Electives	4	†Electives	2
	34		35

Hours required for graduation, exclusive of P.E., Band, or Basic ROTC — 136.

*Asterisks denote major courses which must be passed with a grade of C or better and must not be taken pass/fail.

†Electives are subject to prior approval by department chairperson; 6 hours must be design oriented.

Courses in Landscape Architecture. (L A)

- 242. Landscape Architecture I (4:1:6).** A basic course in landscape architecture incorporating the elements and principles of design as each relates to the profession. F.
- 243. Landscape Architecture II (4:1:6).** Prerequisite: L A 242, AG E 232. A continuation of L A 242 with emphasis on the systematic approach to environmental design in various projects of small scale, and incorporating drafting and model-making techniques. S.
- 339. Landscape Construction (3:3:0).** Prerequisite: MATH 133 or 137. Introduction to materials and methods of landscape construction. F, S.
- 342. Landscape Architecture III (4:1:6).** Prerequisite: L A 243, 3314, PSS 2411. A continuation of L A 243. An introduction to ground forms and grading as well as a continued emphasis on the systematic approach to site planning and design as it applies to projects of greater size and complexity. F.
- 343. Landscape Architecture IV (4:1:6).** Prerequisite: L A 342, 339. A continuation of L A 342 with emphasis on investigation and research, analysis, synthesis, and graphic presentation relative to intermediate size land planning projects. S.

Figure 1

- 346. Planting Design (4:1:6).** Prerequisite: PSS 2411, L A 243 and 3314. Selection and arrangement of plant materials for esthetic and other functional purposes. F.
- 3314. Graphic Communication I (3:1:4).** A course to develop the freehand graphic illustration skills of the park administrator and landscape architect for interprofessional communication. F, S.
- 3315. Graphic Communication II (3:1:4).** Prerequisite: L A 3314. A continuation of L A 3314, emphasizing graphic techniques for the professional landscape architect. S.
- 421. Professional Practice (2:2:0).** Prerequisite: Senior standing. Methods, procedures, and ethics of professional practice. F.
- 425. Landscape Architecture Problems (2).** An investigation of a problem in the profession of special interest to the student. Open to all advanced students. F, S, SSI, SSII.
- 430. Landscape Architecture Problems (3).** An investigation of a problem in the profession of special interest to the student. Open to all advanced students. F, S, SSI, SSII.
- 444. Landscape Architecture V (4:1:6).** Prerequisite: L A 343 and 3315. Advanced work in a variety of comprehensive and current landscape architectural projects. F.
- 445. Landscape Architecture VI (4:1:6).** Prerequisite: L A 346, 444. A continuation of L A 444, including a terminal project. S.
- 4411. Advanced Landscape Construction (4:1:6).** Prerequisite: L A 339, 342. Site planning and adaptation relative to existing natural and man-made conditions. S.

III. PROJECTED ENROLLMENT

9. PROJECTED ENROLLMENT FOR THE PROPOSED PROGRAM FOR THE NEXT FIVE YEARS: Projection based on past growth: 200 students by fall 1981.
10. SOURCE OF STUDENTS WHO WILL ENROLL IN THIS PROGRAM: There is no change from the present situation anticipated. Many students initially enroll in the Landscape Architecture program when they first arrive at Texas Tech University. Other students enroll in the Park Administration program and then discover that their interests lie more in the design process and the students transfer quite easily into the Landscape Architecture program due to the similarity in freshman and sophomore courses required in the two programs. Still other students transfer into the program from other disciplines on campus with a fairly high percentage coming from the Architecture program. These students also have a relatively easy transfer since their design background parallels that of landscape architecture in the freshman and sophomore years to a large extent. Other students transferring into the program have more difficulty in that the minimum time to complete the requirements for the Landscape Architecture design sequence for a student who has not had a previous design instruction in three years.

IV. FACULTY

11. NUMBER OF PERSONS PRESENTLY ON THE FACULTY WHO WILL BE MOST

DIRECTLY INVOLVED IN THE PROPOSED PROGRAM:

- A. Thomas Musiak - Associate Professor
Master of Landscape Architecture

Present Teaching load - 12 credit hours

Proposed Teaching load - 12 credit hours

- B. James Harris - Associate Professor
Master of Landscape Architecture

Present Teaching load - 11 credit hours

Proposed Teaching load - 12 credit hours

- C. Joe Verdoorn - Assistant Professor
Master of Urban Planning

Present Teaching load - 14 credit hours

Proposed Teaching load - 12 credit hours

- D. Robert Marlett - Associate Professor
Ed. D.

Present Teaching load in Landscape Architecture - 6 credit hours

Proposed load in Landscape Architecture - 6 credit hours

- E. Lawrence B. Zuercher - Instructor
Master of Landscape Architecture

Present Teaching load - 14 credit hours

Proposed Teaching load - 12 credit hours

DO PRESENT FACULTY MEET MINIMAL CRITERIA FOR THEIR REQUESTED PROGRAM? The accreditation standards of the American Society of Landscape Architects represent minimal requirements for a successful degree program. (See Appendix A) The requirements have been met in the past and should continue into the future.

The present faculty will meet all requirements for the proposed program since no staff changes will result from the program name change.

12. PRESENT STUDENT-FACULTY RATIO IN THE SUBJECT MATTER FIELD OR DEPARTMENTS IN WHICH THE PROPOSED PROGRAM WILL BE OFFERED:

The 1976-77 student-faculty ratio was 11.03 to 1. There were 118 LA emphasis students enrolled in the program, 50.07 FTE students and 4.54 LA, FTE faculty positions. Future student-faculty ratios must continue to be 14 or less to conform to accreditation standards.
13. THE NEED FOR NEW FACULTY REQUIRED FOR THE PROPOSED PROGRAM FOR THE NEXT FIVE YEARS: With the existing staff of 4.54 FTE, the program meets the standards of the Accreditation Board of the American Society of Landscape Architects. Based upon a projected growth to 200 LA majors by 1981 and the correlated increase in class loads an additional 1.5 FTE would be required to maintain the Accreditation Board Standards.
14. WILL ACQUISITION OF NEW FACULTY FOR THE PROGRAM REQUIRE AN ADDITIONAL OUTLAY OF FUNDS? No additional outlay of funds will be required for the acquisition of faculty. The increased student hour loads which will result from the projected growth of the program will generate sufficient formula funding to permit acquisition of the additional faculty positions.
15. FACULTY INVOLVEMENT IN RESEARCH, EXTENSION, CORRESPONDENCE AND OTHER ACTIVITIES RELATED TO THE PROPOSED PROGRAM: No changes are anticipated from the present situation. The landscape architecture faculty at present are involved in the various research, extension, and professional activities of the Department.

V. LIBRARY

16. ADEQUACIES OF PRESENT LIBRARY HOLDINGS AND RELEVANT MATERIALS TO BEGIN THE PROPOSED PROGRAM: Again, the program is existing and is given support by the library. A major acquisition program is currently underway. The continued acquisition of materials relevant to the program is anticipated in the future whether or not major status is granted or whether the program is maintained as an emphasis in Park Administration.
17. FACULTY AND STUDENT USE OF LIBRARIES AT OTHER INSTITUTIONS: No change from existing conditions is anticipated.
18. ESTIMATED TOTAL EXPENDITURES FOR THE LAST TWO COMPLETE FISCAL YEARS FOR LIBRARY ACQUISITIONS: Total expenditures for the last two complete fiscal years for library acquisitions in the program are unknown.
19. PROJECTED LIBRARY EXPENDITURES TO BE BUDGETED ANNUALLY FOR THE NEXT FIVE YEARS IN SUPPORTING THIS PROGRAM: Future expenditures are expected to be the same whether the program is granted major status or is maintained as an emphasis in the Park Administration program.

VI. FACILITIES AND EQUIPMENT

20. DESCRIPTION OF THE EXISTING FACILITIES THAT ARE AVAILABLE FOR THIS PROPOSED PROGRAM: The facility and equipment needs for the program will remain the same whether or not it is given major status or is maintained as an emphasis in the Park Administration program.

The Landscape Architecture program utilizes the remodeled Agriculture Pavilion exclusively as a drafting space and a drafting room in the Plant Science building. In addition it shares lecture space in the Plant Science building and the Agricultural Engineering building. The approval of the program will not result in planning for the addition of new facilities.

VII. ADMINISTRATION OF PROPOSED PROGRAM

21. EFFECT OF THE PROPOSED PROGRAM ON THE ADMINISTRATIVE STRUCTURE OF THE INSTITUTION: No departures are anticipated. The program will continue to be administered in the Department of Park Administration and Landscape Architecture within the College of Agricultural Sciences.

VIII. ACCREDITATION

22. REQUIREMENTS FOR ACCREDITATION: The program is fully accredited by the American Society of Landscape Architects. Annual cost of maintaining accreditation is \$350.00. Basic criteria for accreditation cover quality of students, curriculum, faculty, facilities, and teaching loads. At the time of the last accreditation visit in 1974 they were considered satisfactory for full accreditation. The next visit is anticipated in the year 1978-79.

IX. SUPPORTING FIELDS

23. SUBJECT MATTER FIELDS AT THIS INSTITUTION CONSIDERED AS

NECESSARY OR VALUABLE IN SUPPORT OF THE PROPOSED PROGRAM: As previously mentioned the Landscape Architecture program naturally associates with programs in Architecture, Engineering, Ornamental Horticulture and Park Administration. Present relationships are adequate and are only limited by the teaching positions available in these supportive programs. Again this situation is not anticipated to be influenced by this request since the situation will remain constant whether or not the Landscape Architecture program receives major status or is maintained as an emphasis in the Park Administration program.

24. INITIAL (FIRST YEAR) COST OF THE PROPOSED PROGRAM: No cost differential is anticipated over the existing situation with the approval of this request.
25. ESTIMATED ANNUAL COST OF THE PROGRAM FOR THE THREE YEARS FOLLOWING ITS FIRST YEAR: No cost differential is anticipated over the existing situation with the approval of this request.
26. DEPARTMENTAL COSTS:
 - (A) Departmental operating expenditures for the last two fiscal years for a department contributing significantly to the support of the proposed program: The current budget for the department is \$197,715. Last fiscal year the budget was \$204,951.
 - (B) Effect of the proposed program on the allocation and distribution of these funds: No changes anticipated from the present situation.
27. ADDITIONAL FUNDS FOR RESEARCH NEEDED TO SUPPORT THE PROPOSED PROGRAM: No additional funds will be required as a function of

this request. Any research proposals in the future are anticipated to be the same whether or not the program receives major status or is maintained as an emphasis in the Park Administration program.

28. GRADUATE ASSISTANTSHIPS CONSIDERED DESIRABLE TO BEGIN THE PROGRAM:

The present situation is expected to continue. It is very difficult to use graduate assistantships for this program since there is no graduate degree offered in this field at Texas Tech University. Infrequently, a graduate student in a related field may have sufficient landscape architectural background to be of assistance, but this is rare and cannot be depended upon.

29. SOURCES OF FINANCIAL SUPPORT FOR THIS PROGRAM AND THEIR ADEQUACY FOR THE SUPPORT OF THE PROGRAM: No change anticipated from the present situation. The program is presently self-supporting in terms of the formula that is used by the University and College and this is anticipated to continue for the next three years unaffected by the decision as to whether or not this program receives approval for major status or is maintained as an emphasis in the Park Administration program.

30. ADDITIONAL COMMENTS: In summary this request is for the reinstatement of:

1. A Major in Landscape Architecture.
2. The authority to award the Bachelor of Landscape Architecture degree.

The needs for these requests are based on:

1. Identifying for potential public or private employers of the

graduates their precise field of study.

2. Identifying for state Landscape Architectural Registration Boards the applicant's precise field of study.
3. Maintaining accreditation with the Landscape Architectural Accreditation Board.
4. Identifying for students a program separate from and equal in status to the Park Administration major program.

APPENDIX A
American Society of Landscape Architects
Standards for Landscape Architectural Accreditation

Board Minutes
February 3, 1978
Attachment No. 6
Item M73
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dually to prepare students for practice experience or graduate school. As such, it should have a structure and strategy consistent with its incremental position and duration. As a preface to graduate study, it becomes part of a 4 + 2 or 5 + 1 sequence. In relation to practice and licensure, it serves as a 4- or 5-year portion of the experience requirement prior to legal status.

Undergraduate education for landscape architecture then involves general knowledge, specific orientation to a body of environmental knowledge, and development of skills in a craft that allows for engagement and implementation. In dealing with the triad of undergraduate education, graduate education, and in the office experience, there are characteristics pertinent to each that indicate the potential role they play in the professional development of a student. Undergraduate professional study is best charged with initiating both exposure to knowledge and to skill development; the graduate school with research, specialization and interdisciplinary collaboration; and the office with the responsibility to close all gaps between the educational profile and the business, legal, ethical, and skill requirements of licensed practice. It is important to note that licensure through the requirement for office experience, places an office in the terminal phase of the professional development process.

CRITERIA AND GUIDELINES

I. OBJECTIVES

- A. To encourage coverage of a defined body of knowledge in a nationally integrated system of landscape architectural education.
- B. To allow and encourage the greatest possible flexibility in educational methods and content consistent with the legal, ethical, and technical requirements of the profession.
- C. To encourage schools in keeping academic objectives, procedures, and curricula relevant.
- D. To develop a clear profile of each school's philosophy, faculty, program and facilities.
- E. To assist each school in its particular academic mission within parameters pertinent to the undergraduate professional degree.

UNDERGRADUATE ACCREDITATION

As opposed to sub-professional institutes of specialized training, the undergraduate program should endeavor to both educate and train. The position can validly be held that each student is on a career track toward full and responsible professional engagement with any and all activities described as landscape architecture.

Since the undergraduate program initiates a student's awareness of the definition, principles, concept and scope of the profession, it should be inherently generalized allowing for an objective view of all possibilities in each phase of education and practice. The undergraduate program should serve primarily to introduce and clarify the entire realm of environmental systems, both natural and cultural, the interactions that occur between people and places, and the processes of decisions and judgements, and the complex role of the profession in environmental modification.

This initial undergraduate phase of development leads to the first professional degree (or its equivalent) and serves

I. POLICY

The ASLA, in partial fulfillment of its purpose to assure that minimum standards for professional education are being met by the schools brought under examination, sponsors and promotes the accreditation of programs in landscape architecture. The following criteria and guidelines constitute the policy on accreditation.

- A. Criteria represent mandatory minimum requirements which are required for accreditation.
- B. Guidelines represent advisory procedures for the improvement of undergraduate education.
- C. Criteria and guidelines are to be reviewed by the Council on Education every four years in terms of relevance and efficiency.

II. CRITERIA

This statement of criteria presents the minimum requirements for professional education in landscape architecture under the following elements:

- A. Faculty, experience and performance
- B. Student and alumni performance
- C. Curriculum
- D. Degree Requirements
- E. Facilities and Organization

A. FACULTY EXPERIENCE AND PERFORMANCE

1. Personnel administering courses in landscape architecture should be generally recognized for their professional and academic achievements.
2. Faculty members should be continuously engaged in some aspect of academic or professional productivity in addition to instruction.
3. Programs in landscape architecture should be conducted by at least three faculty members trained and experienced in the field with a minimum of one full-time instructor for each fourteen FTE (full-time equivalent) students.
4. At least two faculty members shall be qualified for membership in the ASLA.
5. The teaching staff should enjoy professional rank and salaries commensurate with those of their colleagues in related fields.

6. The faculty should be involved within their institution in such matters as student recruitment and in all other aspects relative to the effectiveness of the academic program to be accredited.

B. STUDENT AND ALUMNI PERFORMANCE

1. Each school of landscape architecture shall have produced a minimum of ten alumni prior to being eligible for an accreditation visit. Schools may request retroactivity for up to two years prior to accreditation.
2. Each school of landscape architecture shall have an established record of service to its community and to the profession.
3. There should be procedures by which the professional attainments of graduates are recorded, with resulting data analyzed and utilized in all aspects of academic planning.

C. CURRICULUM

1. Each program of courses and other academic requirements should be described in a document clearly stating the school's philosophy and its educational and professional objectives.
2. A group of courses shall be offered which enable a student to gain understanding and develop proficiencies in the following areas:
 - a. The social, natural, and behavioral sciences, history, art and communications.
 - b. An understanding of the interrelationships between the physical environment and man as an individual, social and cultural being.
 - c. An understanding of the natural and social systems as constraining factors in landscape design and planning.
 - d. An understanding of design as a process in shaping the physical environment.
 - e. An understanding of materials pertinent to landscape design and methods appropriate to their composition, fabrication, construction, and maintenance.

- f. A capacity to develop plans for implementation to meet objectives, satisfying aesthetic, social, and natural values for public/private programs.
- g. An understanding of current methods and requirements of office practice both public and private.

D. DEGREE REQUIREMENTS

- 1. The title for the overall program, its degree description and course identification should utilize the term landscape architecture.
- 2. Programs shall be of at least 4 years' duration.

E. FACILITIES AND ORGANIZATION

- 1. The program should be located in an institution and in that unit of the institution to best enhance the academic and professional purposes to be served.
- 2. The space(s) assigned should reflect the professional interests of faculty and students, serve their functional needs and be so equipped and configured as to encourage their academic endeavors and institutional responsibilities.
- 3. A library collection for landscape architecture and all related areas should be provided.

GUIDELINES

A. FACULTY EXPERIENCE AND PERFORMANCE

- 1. It is recommended that faculty be composed so as to represent a wide range of academic and professional viewpoints.
- 2. Faculty composition should include members of related disciplines with the capacity to relate their expertise to the design/planning process of landscape architecture.
- 3. The faculty should represent a range of professional interests and experience.

B. STUDENT AND ALUMNI PERFORMANCE

- 1. The record of alumni should serve as an important feedback device vis-a-vis academic planning.

- 2. Alumni feedback should relate to adjustments in specific course coverage, academic strategy utilized, areas of professional emphasis, numbers of students enrolled, facilities required, etc.
- 3. The performance of currently enrolled students should be considered in the light of their advancing professional knowledge and skills.

C. CURRICULUM

- 1. The curriculum should be the product of each institution's resources in location, faculty, and institutional make-up.
- 2. Each curriculum should be organized around subject matter pertinent to a working definition of landscape architecture.
- 3. In the context of a given school's philosophy and objectives, each subject's inclusion, omission, and priority of attention should be subject to rational explanation and defense.
- 4. It should be clearly visible in curricula, degree requirements and school activities that each program is evolving with defensible restructuring and reorientation as necessary to maintain pace with change.
- 5. With respect to areas of knowledge and proficiencies developed, it should be part of the overall academic strategy for undergraduate institutions to do what they can inherently do best and then to form linkages with graduate schools and offices. With realization that professional development occurs in stages and over a period of time (initiated, but not wholly contained at the undergraduate level), each school can contribute to the larger process but should be responsibly concerned for the strategy by which each student's development is completed.
- 6. Each student should be aware of the partial role played by his undergraduate education and training in the context of his overall professional development.

D. FACILITIES AND ORGANIZATION

- 1. The program should be located in an academic unit that demonstrably enhances the contemporary position of the profession and the opportunities for effective practice by its graduates.

REVISED PARAGRAPH, SECURITY CLEARANCE

RESOLVED: Such officers, other than those required to be cleared and all regents (except Mr. Bucy) shall not require, shall not have, and can be effectively excluded from, access to all classified information in the possession of the university and do not occupy positions that would enable them to affect adversely the university's policies or practices in the performance of classified contracts or programs for the User Agencies. The following are the effected members of the Board of Regents of Texas Tech University: Judson F. Williams - Chairman, Robert L. Pfluger - Vice Chairman, Clint Formby, Roy K. Furr, A. J. Kemp, Jr., Charles G. Scruggs, James L. Snyder, and Don R. Workman. Regent J. Fred Bucy requested, and has been granted, individual security clearance.

Other provisions of the Board of Regents action on this item of March 9, 1977, remain unchanged.

I, the undersigned, Secretary of Texas Tech University do hereby certify that the above is a true, correct and complete resolution duly adopted at a regular meeting of the Board of Regents of said institution duly held on ____ day of _____, 1978, a quorum being present and acting throughout, and is a matter of record in the minutes of this institution.

WITNESS my hand and seal of said institution this ____ day of _____.

(Mrs.) Freda Pierce, Secretary

AFFILIATION AGREEMENT

December 1977

AGREEMENT, made and entered into on this _____ day of _____, 19__, at _____, by and between _____, hereinafter referred to as the Hospital, and _____, hereinafter referred to as the University.

FIRST: The Hospital agrees to accept for training in medical technology qualified students from the University. The Hospital can also accept qualified applicants from other Universities.

SECOND: Students, to be qualified, shall have completed three years of the University degree program in Medical Technology, shall have a grade point average of not less than 2.0 overall and 2.0 in biology and chemistry courses taken, and shall be recommended by a major professor of the University program.

THIRD: Students shall be accepted by the Hospital only after their transcripts have been evaluated as satisfactory by the Board of Schools of Medical Technology, and after an interview by the director or educational coordinator of the Hospital Program.

FOURTH: The Hospital may refuse admission to any student applicant who does not meet all of the above requirements.

FIFTH: The training program at the Hospital shall meet all of the requirements of the Board of Schools of Medical Technology.

SIXTH: The Hospital agrees to furnish the University with a final grade for each course taken by the student, and at mid-term to give the University a report of satisfactory or unsatisfactory progress for each student.

SEVENTH: If, at mid-term of the program, the student fails to meet the required standards of performance and competency for hospital work, the Hospital will notify the University and representatives of both the University and Hospital will meet with the student. If, after meeting with the student, it is the opinion of both the University and Hospital representatives that it is advisable, the student will be disenrolled from the Hospital training program.

EIGHTH: The directors and instructors of the program from both the Hospital and the University shall meet when necessary to review the progress of the program and make policy for the next year.

NINTH: The University will grant academic credit for successful completion of each segment of the Hospital program. The amount of credit for each segment shall be determined by agreement between the two directors.

TENTH: This agreement shall continue in force, commencing with the University academic year following the date of execution of the agreement, and shall renew automatically each year thereafter, unless notice of termination is given in writing by either party to the other, with at least one academic year of advance warning.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands on the day and in the year above written.

For the University

For the Hospital

AMENDMENT TO OPERATING AGREEMENT

THE STATE OF TEXAS X

COUNTY OF LUBBOCK X

This Amendment to Operating Agreement entered into between the Board of Regents of Texas Tech University, hereinafter called "University", and the City of Lubbock, hereinafter called "City";

WITNESSETH

WHEREAS Texas Tech University, through its predecessor, Texas Technological College, and the City of Lubbock entered into an Agreement dated August 20, 1953; for the operation of the Auditorium-Coliseum and the parking area around such buildings; and

WHEREAS the parties to such Agreement desire to amend the Agreement as it relates to parking around such buildings; NOW THEREFORE

WITNESSETH

The Operating Agreement between the University and the City BE and is hereby amended as follows:

1. Paragraph No. 7 which relates to the parking area around the Auditorium-Coliseum is hereby superseded by this Amendment for the original term of this Amendment and any extensions granted by mutual agreement of the parties hereto.
2. The University shall have the right to control the parking areas adjacent to the Auditorium-Coliseum as designated on the Exhibit A attached hereto and such control shall include the right to permit student, staff and faculty parking and the right to collect fees for such parking and enforce regulations relating to such parking.
3. The University shall pay to the City the sum of TEN THOUSAND (\$10,000.00) DOLLARS AND NO/100 annually for such parking privileges. The above fee shall be paid in equal monthly installments with the first installment to be due on September 1, 1978, and like payments to be paid on the first of every month during the life of this Amendment and any extensions hereto. Provided however, in the event the University increases the parking fees on such parking area the amount to be paid by the University to the City shall be increased in proportion to the increase in such parking fees.

4. The City agrees to repair the access lanes and the parking lot, and further agrees to maintain same in a reasonable and safe condition acceptable to the University.
5. This Amendment shall be in effect for a period of one year commencing on September 1, 1978, and shall continue year to year unless cancelled as provided herein.
6. Either party to this Amendment may cancel this Amendment by 30 days written notice to the other party.
7. In the event of cancellation or termination of this Amendment, then in either event the conditions of paragraph No. 7 of the original Operating Agreement shall become effective once more.

EXECUTED this _____ day of _____, 19__.

ATTEST:

CITY OF LUBBOCK

Treva Phillips,
City Secretary-Treasurer

Mayor, Roy Bass

APPROVED AS TO FORM:

Fred O. Senter, Jr., City Attorney

EXECUTED this _____ day of _____, 19__.

ATTEST:

TEXAS TECH UNIVERSITY

Freda Pierce, Secretary

Judson F. Williams, Chairman

CERTIFICATE FOR
RESOLUTION FIXING CERTAIN STUDENT USE FEES
AT TEXAS TECH UNIVERSITY

THE STATE OF TEXAS :
COUNTY OF LUBBOCK :
TEXAS TECH UNIVERSITY :

We, the undersigned officers of the Board of Regents of Texas Tech University, hereby certify as follows:

1. The Board of Regents of Texas Tech University convened in
REGULAR MEETING ON THE 3RD DAY OF FEBRUARY, 1978,
at the designated meeting place, and the roll was called of the duly
constituted officers and members of said Board, to-wit:

Freda Pierce, Secretary
J. Fred Bucy
Roy K. Furr
Charles G. Scruggs
Clint Formby

Dr. Judson F. Williams, Chairman
Robert L. Pfluger, Vice Chairman
A. J. Kemp, Jr.
James L. Snyder
Don R. Workman

and all of said persons were present, except the following absentees: None,
thus constituting a quorum. Whereupon, among other business, the following
was transacted at said Meeting: a written

RESOLUTION FIXING CERTAIN STUDENT USE FEES
AT TEXAS TECH UNIVERSITY

was duly introduced for the consideration of said Board and read in full.
It was then duly moved and seconded that said Resolution be adopted; and,
after due discussion, said motion, carrying with it the adoption of said
Resolution, prevailed and carried by the following vote:

AYES: All members of said Board shown present above voted "Aye".

NOES: None.

2. That a true, full, and correct copy of the aforesaid Resolution
adopted at the Meeting described in the above and foregoing paragraph is
attached to and follows this Certificate; that said Resolution has been
duly recorded in said Board's minutes of said Meeting pertaining to the
adoption of said Resolution; that the persons named in the above and
foregoing paragraph are the duly chosen, qualified, and acting officers
and members of said Board as indicated therein; that each of the officers
and members of said Board was duly and sufficiently notified officially
and personally, in advance, of the time, place, and purpose of the aforesaid
Meeting, and that said Resolution would be introduced and considered for
adoption at said Meeting, and each of said officers and members consented,

in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Vernon's Ann. Civ. St. Article 6252-17.

SIGNED AND SEALED the 3rd day of February, 1978.

Secretary

Chairman

(SEAL)

RESOLUTION
FIXING CERTAIN STUDENT USE FEES
AT TEXAS TECH UNIVERSITY

THE STATE OF TEXAS
COUNTY OF LUBBOCK
TEXAS TECH UNIVERSITY

:
:
:

WHEREAS, pursuant to Sections 55.16 and 55.17 of the Texas Education Code, it is necessary that the Board of Regents fix and collect certain Student Use Fees at Texas Tech University.

THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF TEXAS TECH UNIVERSITY:

That commencing with the regular spring semester in January of 1978, the aggregate Student Use Fees at Texas Tech University have been fixed, and are hereby confirmed, and have been and shall be collected, in the aggregate amount of \$5.50 per student per semester credit hour, and such fees have been and are hereby fixed, confirmed, and allocated as to purpose as follows:

(a) That commencing with the regular spring semester in January, 1978, the Student Use Fee for the use and availability of Doak Hall and West Hall was and is hereby fixed, confirmed, has been and shall be collected from each student regularly enrolled at Texas Tech University, in the amount of \$0.19 per semester credit hour registered, at each of the regular fall and spring semesters, and at each term of each summer session.

(b) That commencing with the regular spring semester in January, 1978, the Student Use Fee for the use and availability of the Student Health Center Building, the Business Administration and General Classroom Building, and the Biology and General Classroom Building, was and is hereby fixed, confirmed, has been and shall be collected from each student regularly enrolled at Texas Tech University, in the amount of \$2.64 per semester credit hour registered, at each of the regular fall and spring semesters, and at each term of each summer session.

(c) That commencing with the regular spring semester in January, 1978, the Student General Fee for the general use and availability of Texas Tech University was and is hereby fixed, confirmed, has been and shall be collected from each student regularly enrolled at Texas Tech University, in the amount of \$2.67 per semester credit hour registered, at each of the regular fall and spring semesters, and at each term of each summer session.

NON-FACULTY PERSONNEL TO CONTINUE EMPLOYMENT BEYOND THE AGE OF 65

Marvin S. Buckberry
Director
Building Maintenance and Utilities

Charles E. Crow
Maintenance Mechanic
Grounds Maintenance

Charles E. Menefee
Superintendent of Central
Heating and Cooling Plant #2
Building Maintenance and Utilities

Charles W. Fowler
Cabinet Maker
Building Maintenance and Utilities

TEXAS TECH UNIVERSITY
Lubbock, Texas

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c. Summary of Gifts and Grants Fiscal Year/Monthly Comparison -----	36

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>
David Hodges	December 20, 1977
Harmon L. Staus	January 1, 1978

Other Authorizations, Approvals
and Ratifications

Out of Country Leaves

2. a. Approve leave for Dr. Brian L. Blakeley, Associate Professor of History, from 6:00 a.m. May 11, 1978 to 9:00 p.m. June 25, 1978, to go to London, England. There he will be engaged in historical research on a book he is writing, which research will improve his skills as a teacher and materially benefit the students at Texas Tech University. (Estimated cost \$2,000.00, Account No. 12-C627-200000)

Approve leave for Dr. James Eastgate Brink, Assistant Professor of History, from 7:00 a.m. May 11, 1978 to 12:00 a.m. July 15, 1978 to go to France. He will be engaged in original archival research in Paris and Toulouse, France, in pursuit of material for a forthcoming study of the Regency of Louise of Savoy, 1525-1526. (Estimated cost \$2,300.00, Account No. 12-C610-200000)

Approve leave for Dr. Robert A. Hayes, Associate Professor of History, from 8:00 a.m. May 10, 1978 to 10:00 p.m. June 30, 1978, to go to Rio de Janeiro, Brazil to do research in the Brazilian Military Club. Materials and information acquired will be used in the preparation of a publication dealing with the role of the military in Brazilian history and will be incorporated into lectures at Texas Tech University. (Estimated cost \$1,700.00, Account No. 12-C616-200000)

Approve leave for Dr. B. J. Marshall, Professor of Physics, from 8:00 a.m. April 28, 1978 to 6:00 p.m. June 5, 1978, to go to Wroclaw, Poland to present colloquy and exchange ideas on his superconductivity research to several eastern and western European scientific groups. It is of major importance to the Tech graduate research program to gain a closer working relationship with the European labs in order to correlate ideas on the state of the art in both experimental and theoretical studies of superconductivity. (Estimated cost \$1,300.00, Account No. 12-0511-200000; \$600.00, Account No. 12-C035-200000; \$100.00, Account No. 22-C089-200002)

TEXAS TECH UNIVERSITY
Lubbock, Texas

3. Summary of Professorial Appointments
September through November 1977

COLLEGE

AGRICULTURAL SCIENCES

Adjunct Professor	1
Associate Professor	1
Assistant Professor	3
Visiting Lecturer	<u>1</u>
Total	6

ARTS AND SCIENCES

Professor	3
Adjunct Professor	1
Associate Professor	2
Assistant Professor	7
Visiting Lecturer	6
Visiting Professor	2
Visiting Associate Professor	2
Visiting Assistant Professor	12
Lecturer	<u>9</u>
Total	44

BUSINESS ADMINISTRATION

Assistant Professor	5
---------------------	---

EDUCATION

Professor	1
Visiting Professor	1
Assistant Professor	1
Lecturer	<u>2</u>
Total	5

ENGINEERING

Assistant Professor	2
Lecturer	<u>7</u>
Total	9

HOME ECONOMICS

Assistant Professor	3
---------------------	---

LAW

Assistant Professor	1
Adjunct Assistant Professor	2
Lecturer	<u>1</u>
Total	4

TOTAL	76
-------	----

TEXAS TECH UNIVERSITY
Lubbock, Texas

4. Summary of Professorial Resignations
September through November 1977

AGRICULTURE

Animal Science	
Assistant Professor	1

ARTS & SCIENCES

Classical & Romance Languages	
Visiting Lecturer	1

BUSINESS ADMINISTRATION

Lecturer	<u>1</u>
----------	----------

TOTAL	3
-------	---

TEXAS TECH UNIVERSITY
Lubbock, Texas

5. For Information Only: Employment and Termination of
Classified Personnel

<u>Description</u>	<u>Appointments</u>	<u>Revisions</u>	<u>Terminations</u>
1. Clerical and Fiscal Group -----	75	38	61
2. Equipment Operators -----	9	2	7
3. Building, Grounds Services -----	94	12	70
4. Engineering, Trades Technical -----	12	3	11
5. Personnel Services, Residence Halls and Public Relations -----	28	8	11
6. Agricultural Services -----	-0-	-0-	7
7. Stores & Purchasing -----	2	5	3
8. Miscellaneous Groups -----	146	4	43
9. Food Services -----	<u>34</u>	<u>7</u>	<u>20</u>
Totals -----	<u>400</u>	<u>79</u>	<u>233</u>

OFFICE OF STATISTICS AND REPORTS
Summary of Official Travel Leaves
Texas Tech University
Close of Day, December 31, 1977

TEXAS TECH UNIVERSITY
Lubbock, Texas

6. For Information Only: Faculty Leaves

Out-of-State Travel Leaves:

1. Purpose of Leaves Summarized into Four Groups:	<u>Number</u>	
a. To Present an Original Paper	101	
b. To Attend a Professional Meeting	333	
c. Trip in Conjunction with Research Project	47	
d. Trip required in Performance of University Duties	<u>48</u>	
e. Total	529	
2. Estimated Expenses and Source of Funds to be Used:	<u>Number</u>	<u>Estimated Amount</u>
a. From State Appropriated Funds	331	100,823.75
b. From Auxiliary Accounts	29	8,917.47
c. Gifts, Grants and/or Contract Research	164	59,865.34
d. From Current Restricted Funds	0	0
e. From Museum	3	754.00
f. Revolving Funds	0	0
g. From Agency Funds and Other Sources	0	0
h. From Unappropriated Funds	<u>2</u>	<u>700.00</u>
i. Total	529	171,060.56

7. FIRST-QUARTER RESEARCH AWARDS AND PROPOSALS SUBMITTED

Through the first quarter of the fiscal year, the number of research grants and contracts funded at Texas Tech and their total dollar value, as compared with those funded in the first quarter a year ago, is:

<u>Year</u>	<u>No. Funded</u>	<u>\$ Volume</u>
1976-77	72	2,942,675
1977-78	69	2,923,746

Of particular interest is that we are less than \$20,000 behind a year ago, which began with a half million awarded for the Crosbyton Project.

First-quarter new proposals are up considerably over a year ago, a solid indication of the interest and activities of the faculty:

<u>Year</u>	<u>New Proposals</u>	<u>\$ Volume</u>
1976-77	74	2,545,137
1977-78	99	4,958,676

Contracts

Amendment to Contract - Phase 1-B of Pod B

8. a. The following Amendment to Contract with Harwood K. Smith and Partners, Architects, for the purpose of amending the budgeted cost of Phase 1-B of Pod B of the new Med School Building is entered for recording purposes. Amendment of the budgeted cost was approved in the Board meeting of October 7, 1977, Item MS14.

Amendment No. 6

AMENDMENT TO CONTRACT

The contract dated May 12, 1972, between the Board of Regents of Texas Tech University, the Board of Regents of Texas Tech University School of Medicine at Lubbock, the Owner, and Harwood K. Smith & Partners, the Architect, the first amendment to the contract, dated April 4, 1973, the fourth amendment dated February 3, 1975, and the fifth amendment dated March 14, 1977, are further amended as follows:

A. SCOPE OF THE WORK

Amended to show maximum budgeted cost of Phase 1-B of Pod B work as \$5,600,000.

B. COMPENSATION AND PAYMENT TO THE ARCHITECT

Amended to show estimated construction costs subject to architect's six percent (6%) fee on Phase 1-B of Pod B work as \$4,793,000.

The indemnity paragraph 4, which was added by Amendment No. 4, also applies to Amendment No. 5 and this Amendment No. 6.

All other provisions of the contract and amendments will remain as written, and both parties do hereby ratify and confirm such terms, stipulations, covenants and conditions therein set forth.

IN WITNESS WHEREOF, the parties hereto have executed this amendment, in triplicate, each of which shall be considered an original by their duly appointed officers, this the 9th day of December, 1977.

OWNER

BOARD OF REGENTS
TEXAS TECH UNIVERSITY

ARCHITECT

HARWOOD K. SMITH & PARTNERS, INC.

/s/ Judson F. Williams
Judson F. Williams, Chairman

/s/ G. R. Richie

BOARD OF REGENTS
TEXAS TECH UNIVERSITY
SCHOOL OF MEDICINE

/s/ Judson F. Williams
Judson F. Williams, Chairman

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

* * * * *

Easement - Pioneer Natural Gas Company

8. b. The following Easement with Pioneer Natural Gas Company is entered for recording purposes. Execution of this easement was authorized in the Board meeting of October 7, 1977, Item M25.

STATE OF TEXAS

COUNTY OF LUBBOCK

X
X
X

EASEMENT

WHEREAS, the legislature of the State of Texas by enactment of Acts 1975, 64th Legislature, Chapter 471, Section 1, Page 1249, now referred to as Section 109.48 of the Education Code, Vernon's Annotated Statutes, has authorized the Board of Regents of Texas Tech University in Lubbock County to grant easements to a utility company or for equal services on, over or through its campus.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Board of Regents of Texas Tech University acting by and through its undersigned chairman, hereinafter called "University", have granted, sold and conveyed and by these presents do grant, sell and convey unto Pioneer Natural Gas Company, a corporation, hereinafter called "Pioneer", their successors and assigns, an easement for the construction, operation and maintenances of underground pipeline through and under the lands described in Exhibit "A", hereto attached and by reference incorporated herein, upon the following terms and conditions, to-wit:

1. Attached hereto, marked Exhibit A is a plat delineating the tract of land described by metes and bounds upon which the pipeline is to be installed. The Utility shall restrict its construction to that portion of the easement designated for its use.
2. The University reserves the right to make installations of its own, crossing the installations of the Utility at such points as it deems proper, and to grant to other parties the right to cross same. All such crossings shall be made with due regard to safety and sound construction practices, and with adequate and generally accepted clearances, and the University shall require any party to whom it grants the right to install facilities crossing said easement to make its installations in such a manner. All such crossings shall be made at the cost and expense of the party who installed the lines which cross lines already in place.
3. All installations made by the Utility shall be made at safe and reasonable depths, and in no case at depths less than the minimum depths prescribed by the National Safety Code, and the amendments thereto in effect at the time of such installation.

4. Construction, maintenance and operation of all installations made on the easement hereby granted shall be made in accordance with the National Safety Code, and the amendments thereto in effect at the time of such construction.
5. The Utility shall make its own arrangements with appropriate authorities for the necessary crossings of streets and highways where crossings are needed.
6. The Utility will repair, at its own expense, any damage done by it in the construction or maintenance of such installations to streets, curbs, underground utilities or services or other facilities. Such obligation to repair shall be binding not only during the construction process, but thereafter when necessitated by repairs or replacements of the underground lines.
7. The Utility will exercise its best efforts to prevent damage to lawns, trees, shrubs, fences and improvements, and will backfill its excavations in such a manner as to restore the surface of the ground as nearly to its original condition as possible. Final backfill grade will meet the approval of the University. Any surplus dirt will be hauled to other locations on the campus, as designated by officials of the University.
8. During the course of the construction, automobiles and other vehicles used in connection therewith will be parked in spaces designated by officials of the University. The University will designate locations for unloading and storing materials, and only such locations will be used for such purposes. The University recognizes that it will be necessary for equipment vehicles required in actual construction to operate on the job site.
9. The Utility shall hold the University harmless for any loss or damage to persons or property resulting from its installation, operations, or maintenance of the lines installed by it pursuant to this easement. The Utility shall be the sole owner of all lines so installed, but may make them subject to liens securing payment of its bonds issued or to be issued.
10. The duration of the easement hereby granted to the Utility shall be at the sole discretion of the Board of Regents. Should it at any time in the future discontinue the use of these facilities, this portion of said easement shall terminate and be of no further validity. In the event of termination, Pioneer shall have a reasonable time to relocate and all relocation costs are to be borne by Pioneer and upon discontinuation of the easement for the purposes granted, the full ownership of the property involved will revert to Texas Tech University.

11. It is not intended by this instrument to create or indicate any character of joint venture, tenancy in common or joint operation by the Utility. While the Utility agrees to cooperate in the solution of common problems, it shall remain the sole owner and operator of its own lines, it shall be responsible to the University for the performance of the obligations resting upon it hereunder, and none shall be liable for the failure or default of any of the others. The portion of the easement hereby granted which is occupied a Utility shall be held by it in severalty, and not as cotenant with any other Utility.

EXECUTED this 16th day of December, 1977.

ATTEST:

BOARD OF REGENTS OF
TEXAS TECH UNIVERSITY

/s/ Freda Pierce
Freda Pierce, Secretary

By: /s/ Judson F. Williams
Judson F. Williams, Chairman

THE STATE OF TEXAS

X
X
X

COUNTY OF LUBBOCK

BEFORE ME, the undersigned, a Notary Public in and for said county and state on this day personally appeared Judson F. Williams, known to me to be the person and officer whose name is subscribed to the foregoing instrument as Chairman of the Board of Regents of Texas Tech University, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Board of Regents of Texas Tech University.

GIVEN under my hand and seal of office this 16th day of December, 1977.

/s/ Judy Snellings
Notary Public in and for Lubbock
County, Texas

EXHIBIT A

That certain tract of land out of Section 2, Block E-2, Lubbock County, Texas. This easement being more particularly described by metes and bounds as follows:

Beginning at a 3/8" iron rod set at the point where the extended East line of Memphis Avenue intersects the back of the North curb line of 19th Street for the Southeast and beginning corner of this parcel, whence a 2"

iron pipe found at the Northwest corner of Lot 6, Block 1, Murphy Place Addition to the City of Lubbock, bears South 0°09' West a distance of 123.00 feet, and whence the Southeast corner of said Section 2 bears South 0°09' West, 93.00 feet and South 89°51' East, 2610.00 feet;

Thence North 0°09' East along the extended East line of Memphis Avenue, a distance of 584.50 feet to a 3/8" iron rod set on the Southeasterly line of Tech Freeway (120 feet wide) for the Northeast corner of this parcel;

Thence South 53°53' West along the Southeasterly line of said Tech Freeway a distance of 12.40 feet to a point for the Northwest corner of this parcel;

Thence South 0°09' West a distance of 577.20 feet to a point at the back of the North curb line of said 19th Street for the Southwest corner of this parcel;

Thence South 89°51' East along the back of said curb line a distance of 10.00 feet to the place of beginning.

Containing 0.13 Acres.

* * * * *

C. B. Thompson Construction Company - Jones Stadium Ticket Office

8. c. The following Agreement with C. B. Thompson Construction Company in the amount of \$646,387.00 for construction of Jones Stadium ticket office is entered for recording purposes. Execution of this Agreement was authorized in the Board meeting of December 2, 1977, Item M47.

Contract No. 209

AGREEMENT

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

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, chairman of the Board of Regents, the Owner, and C. B. Thompson Construction Company, Lubbock, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for construction of Jones Stadium Ticket Office.

ARTICLE 3

ARCHITECT

BGR, Inc., Lubbock, Texas

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and the entire work completed on or before September 1, 1978.

The Contractor further agrees to pay, as liquidated damages, the sum of \$210 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

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

Six hundred forty-six thousand, three hundred eighty-seven dollars (\$646,387).

ARTICLE 6

PROGRESS PAYMENTS

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

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

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

ARTICLE 7

FINAL PAYMENT

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

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

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

	<u>Pages</u>
Table of Contents	3
Notice to Bidders	2
Information to Bidders	4
Proposal	2
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	2
Wage Scale	4
Uniform General Conditions	14
Supplementary General Conditions	19
Specifications, Divisions 1 through 12, Divisions 15 and 16	

Drawings: Dated 10/12/77
Architectural A1 through A9
Structural S1 through S6
Mechanical ME1, ME1S, M2 through M5
Plumbing P1 Sheet
Electrical E2 through E4
Supplementary Drawings 1 through 6
Addenda No. 1 and 2

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

Included in the total contract sum is \$387,832 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 10

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER
BOARD OF REGENTS
TEXAS TECH UNIVERSITY

CONTRACTOR
C. B. THOMPSON CONSTRUCTION COMPANY

/s/ Judson F. Williams
Judson F. Williams, Chairman

/s/ Terry Thompson

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

* * * * *

H. R. Bundock, Inc. - Animal Science Building

8. d. The following Agreement with H. R. Bundock, Inc. in the amount of \$82,400.00 for renovation of the Animal Science Building is entered for recording purposes. Execution of this Agreement was authorized in the Board meeting of December 2, 1977, Item M48.

Contract No. 207

AGREEMENT

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

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, Chairman of the Board of Regents, the Owner, and H. R. Bundock, Inc., Lubbock, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for renovation of Animal Science Building described as Phase II.

ARTICLE 3

ARCHITECT

Director of New Construction, Texas Tech University

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 112 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$105 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

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

Eighty-two thousand, four hundred dollars (\$82,400).

ARTICLE 6

PROGRESS PAYMENTS

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

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

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

ARTICLE 7

FINAL PAYMENT

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

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

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

	<u>Pages</u>
Table of Contents	2
Notice to Bidders	1
Information to Bidders	4
Proposal	2
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	4
Wage Scale	1
Uniform General Conditions	18
Supplementary General Conditions	7
Specifications, Divisions I thru IX, Divisions XV and XVI A	
Drawings: Dated Revised 10/28/77	
Architectural)	
Structural)	
Mechanical)	Sheets 1, 2, 3, 4, 4A, 5 and 6
Plumbing)	
Electrical)	
Addenda No. 1 and 2	

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

Included in the total contract sum is \$36,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 10

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER

BOARD OF REGENTS

TEXAS TECH UNIVERSITY

/s/ Judson F. Williams
Judson F. Williams, Chairman

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

CONTRACTOR

H. R. BUNDOCK, INC.

By /s/ H. R. Bundock
President

ATTEST:

/s/ Don Bundock
Secretary

* * * * *

Whitaker and Hall, Architects - Renovation of Former Library Building for the
Department of Mathematics

8. e. The following contract with Whitaker and Hall, Architects is for the renovation of the former Library Building and recently called Social Science Building and is entered for recording purposes. Execution of this contract was authorized in the Board meeting of December 2, 1977, Item M51.

Contract No. 214

AGREEMENT

made the fifth day of December in the year of Nineteen Hundred and Seventy-seven.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting by and through Judson F. Williams, Chairman, the Owner and Whitaker and Hall, 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 renovation of the former Library Building and recently called Social Science 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 Drawings reproduced, and one set of reproducible prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678., 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 eight percent (8%) 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 contemplated that during the process of the work to be performed under this agreement that both parties may wish to retain consultants at their own expense. 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:

Whitaker and Hall, Architect
2333 50th Street
Lubbock, Texas 79412

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

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 13th day of January, 1978.

OWNER
BOARD OF REGENTS
TEXAS TECH UNIVERSITY

ARCHITECT
WHITAKER AND HALL

/s/ Judson F. Williams
Judson F. Williams, Chairman

/s/ Sanford Whitaker
By /s/ Joe H. Hall

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

* * * * *

Claude E. Mathis Company - Killgore Beef Cattle Center at Pantex

8. f. The following Agreement with Claude E. Mathis Company in the amount of \$24,761.00 for renovation of Killgore Beef Cattle Center at Pantex is entered for recording purposes. Execution of this Agreement was authorized in the Board meeting of December 2, 1977, Item M54.

Contract No. 208

AGREEMENT

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

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, Chairman of the Board of Regents, the Owner, and Claude E. Mathis Company, Amarillo, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for renovation of Killgore Beef Cattle Center at the Texas Tech University Center at Pantex, Texas.

ARTICLE 3

ARCHITECT

Shiver/Megert and Associates,
Amarillo, Texas

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 60 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$42 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

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

Twenty-four thousand, seven hundred and sixty-one dollars, (\$24,761).

ARTICLE 6

PROGRESS PAYMENTS

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

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

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

ARTICLE 7

FINAL PAYMENT

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

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

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

	<u>Pages</u>
Information to Bidders	1
Proposal	1
Specifications, Grading, Concrete, Wood Door, Painting, Interior Work Schedule, Interior Work and Exterior Work.	
Drawings: Dated November, 1977 Sheet 1 of 1	

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

Included in the total contract sum is \$14,850 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

INSURANCE

It is hereby agreed that insurance certificates and/or insurance policies will be furnished to the Owner in amounts satisfactory to the Owner.

ARTICLE 10

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER

BOARD OF REGENTS

TEXAS TECH UNIVERSITY

CONTRACTOR

CLAUDE E. MATHIS COMPANY

/s/ Judson F. Williams
Judson F. Williams, Chairman

By /s/ Claude E. Mathis President

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

* * * * *

GIFTS AND GRANTS TO TEXAS TECH UNIVERSITY

9. a. Gifts and grants from private sources in the amount of \$872,669.66 received by Texas Tech University and the Texas Tech University Foundation through the Office of Development for the period of September 1, 1977 through November 30, 1977. The following recapitulation presents information related to 1) gifts and grants to Texas Tech University, 2) gifts-in-kind, and 3) gifts from the Red Raider Club for athletic scholarships.

1. Gifts and Grants to Texas Tech University:

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Total</u>
407	442	\$ 718,533.63

2. Gifts-in-Kind to Texas Tech University:

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Total</u>
2	3	\$ 7,180.00

3. Gifts to athletic scholarship fund from Red Raider Club:

<u>Total</u>
\$ 146,956.03

9. b.

Texas Tech University
Gifts and Grants by Type of Donor and Geographic Area
September 1, 1977 - November 30, 1977

	LUBBOCK		TEXAS		NATIONAL		TOTALS	
Type	No.	Amount	No.	Amount	No.	Amount	No.	Amount
A. Individuals	165	\$ 372,654.34	88	\$ 30,077.50	27	\$ 21,525.00	280	\$ 424,256.84
B. Business and Industry	26	15,719.28	27	19,070.00	12	51,507.02	65	\$ 86,296.30
C. Foundations	3	2,025.00	18	74,650.00	26	37,305.00	47	\$ 113,980.00
D. Associations	32	61,910.94	13	30,419.05	2	300.00	47	\$ 92,629.99
E. Bequests	1	521.72	2	848.78	0	-0-	3	\$ 1,370.50
Totals	227	\$ 452,831.28	148	\$ 155,065.33	67	\$ 110,637.02	442	\$ 718,533.63
Year to Date 9/1/77 - 11/30/77	227	\$ 452,831.28	148	\$ 155,065.33	67	\$ 110,637.02	442	\$ 718,533.63
Fiscal Year Comparison 9/1/76 - 11/30/76	268	\$ 945,016.40	153	\$ 97,806.00	49	\$ 622,010.98	470	\$ 1,664,833.38

TEXAS TECH UNIVERSITY
Gifts and Grants

9. c.

1975-76/1976-1977/1977-1978

<u>MONTH</u>	<u>NUMBER OF GIFTS</u>			<u>\$ AMOUNT</u>		
	1975-1976	1976-1977	1977-1978	1975-1976	1976-1977	1977-1978
SEPTEMBER	151	125	176	\$ 148,993.65	\$ 180,289.96	\$ 111,869.49
OCTOBER	163	147	152	100,724.47	1,273,139.03	403,861.93
NOVEMBER	179	198	114	129,225.05	211,404.39	202,802.21
DECEMBER	146	146		626,564.76	483,078.75	
JANUARY	85	107		54,416.90	336,592.05	
FEBRUARY	47	78		34,657.81	165,443.07	
MARCH	831	116		158,349.17	142,449.34	
APRIL	350	195		59,961.12	391,409.14	
MAY	244	156		106,163.32	301,241.43	
JUNE	106	121		328,053.64	115,180.23	
JULY	84	179		83,662.07	99,286.06	
AUGUST	<u>131</u>	<u>139</u>		<u>206,809.24</u>	<u>123,181.77</u>	
Totals	2,517	1,707		\$ 2,037,581.20	\$ 3,822,695.22	