

MINUTES OF  
BOARD OF REGENTS MEETING  
AUGUST 5, 1976

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Minutes

Board of Regents Meeting  
August 5, 1976

M244. The Board of Regents of Texas Tech University met in regular session on August 6, 1976 at 10:15 a.m. in the Board of Regents Suite in the Administration Building. The following Regents were present: Mr. Clint Formby, Chairman, Dr. Judson F. Williams, Vice Chairman, Mr. J. Fred Bucy, Jr., Mr. Bill E. Collins, Dr. John J. Hinchey, Mr. A. J. Kemp, Jr., Mr. Robert L. Pfluger, Mr. Charles G. Scruggs, and Mr. Don R. Workman. University Officials and staff present were: Dr. Grover E. Murray, President; Dr. Cecil Mackey, President-elect; Dr. Glenn E. Barnett, Executive Vice President; Mr. Clyde Westbrook, Interim Vice President for Financial Affairs for Financial Services; Dr. Clyde Kelsey, Jr., Vice President for Development and University Relations; Dr. Monty Davenport, Senior Associate Vice President; Mr. Bill J. Parsley, Vice President for Public Affairs; Dr. Charles Hardwick, Vice President for Academic Affairs; Dr. Len Ainsworth, Associate Vice President for Academic Affairs; Dr. Floyd Perry, Associate Vice President for Academic Affairs; Mr. Mike Sanders, Administrative Assistant to the Vice President for Public Affairs; Mr. Fred Wehmeyer, Interim Vice President for Financial Affairs for Administrative Services; Mr. Clifford Yoder, Assistant Vice President for Auxiliary Activities; Dr. Robert Packard, Director, Academic Programs University Center at Junction; Dr. Richard Lockwood, Vice President for the Health Sciences Centers; Mr. Norman Igo, Director of New Construction; Mr. Carlton Dodson, Resident Counsel; Mrs. Freda Pierce, Secretary to the Board of Regents; Dr. James V. Reese, Acting Director of the Museum; Dr. George S. Tyner, Dean, School of Medicine; Dr. Anson R. Bertrand, Dean, College of Agricultural Sciences; Mr. J. T. King, Director of Intercollegiate Athletics; Mr. John F. Conley, Assistant Athletic Director and Mrs. Jane Brandenberger, Director of University News and Publications.

Others present were: Mrs. Jane Allison, Program Coordinator, Family Practice, School of Medicine; Dr. Thomas Nicholas, Chairman, Family Practice, School of Medicine; Mr. George Richie, architect with Harwood K. Smith and Partners; Mr. Fred Briggs, Judge Wilbur R. Dunk, Kimble County, Mr. Ray Cooper, Mr. Ed Dayton and Mr. Rob Roy Spiller, Junction; Miss Melissa Griggs and Miss Babs Greyhosky, University Daily; Mr. Skip Watson, KSEL; Mr. Dan Royal and Mr. Johnny Poff, KCBD-TV; Mr. Preston Lewis, Avalanche-Journal; Miss Elise David and Miss Janis Marston, El Paso Times; Mr. Bart Pike, KLBK; Mr. Joe Robbins, KLBK-TV; Miss Brenda Formby, student; Miss Ruth Foreman, student member of the Presidential Screening Committee; Mr. Terry Wimmer, President, Student Association; Mr. David

Beseda, External Vice President, Student Association; Mr. James Blakely, Internal Vice President, Student Association; Mr. A. C. Hartley; and Mr. Hulen Thompson.

M245. Mr. Formby called the meeting to order and asked for approval of the Minutes of previous meetings. Upon motion made by Mr. Collins, seconded by Mr. Pfluger, the Board by unanimous vote approved the Minutes of the Special Board Meeting of April 24, 1976, the Regular meeting of May 6, 1976, and the Special Meeting of June 5, 1976.

M246. Upon motion made by Mr. Collins, seconded by Dr. Williams, the Board by unanimous vote approved Administrative Actions not previously acted upon by the Board, being Items 9a through 12k.

M247. Mr. Pfluger gave the report for the Committee of the Whole. The following three items (M248 through M250) constitute action taken upon the committee recommendations.

M248. Upon motion made by Mr. Pfluger, seconded by Mr. Workman, the Board by unanimous vote extended an invitation to continue on the staff part time for one year to Mrs. Floy Morrison, Assistant Director of Career Planning and Placement, who will have reached the age of 65 before September 1, 1976.

M249. Upon motion made by Mr. Pfluger, seconded by Dr. Williams, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents approves the Sick Leave Policy as attached; Attachment No. 1.

M250. Dr. Len Ainsworth reported for the Committee 50, and handed out a draft of the recommendations by the committee, and requested comment from the Board in order to move the report toward publication. Dr. Williams suggested that after each has read the report, to note his comment, and pass the information on to Dr. Ainsworth. Mr. Formby inquired how these goals and directives will be implemented, and Dr. Ainsworth said that there would be periodic reviews to keep a check on the aims and their implementation. Mr. Bucy suggested that the Horn Professors' input would be valuable.

M251. Dr. Williams gave the report for the Academic and Student Affairs Committee. At his request, Dr. Charles Hardwick came forward to report. The following eight items (M252 through M259) constitute action taken upon the committee recommendations.

M252. Upon motion made by Mr. Collins, seconded by Dr. Hinchey, the Board by unanimous vote approved the following Resolution: RESOLVED, the Board of Regents approves the amendment to Article II Section 2 of the Charter of the Faculty Council as stated; Attachment No. 2.

M253. The Regents discussed admissions standards, and the problem of non-persisting freshmen. It was the general consensus of the Board that marginal students be identified, and a program of special advisement and counseling be provided to them.

M254. Dr. Hardwick reported concerning the condition of the Fine Arts Building. He stated that the sub-basement wall has been refinished, and the lab has been cleaned, and a student assistant is assigned to seeing that materials and supplies are put away and the area straightened at the end of the lab period. Dr. Hardwick further explained that he had committed himself to a regular inspection of the academic buildings, and maintenance schedules have been adjusted to correct any deficiencies in keeping buildings in order.

M255. Dr. Hardwick announced that Mr. Fred Briggs, Director of the Center at Junction, was present for the meeting today, and had brought some citizens from Junction, whom he introduced. Dr. Hardwick enumerated many of the programs, courses, and workshops which are offered at Junction, and explained that the facility has been well utilized. Regents inquired concerning anticipated expenditures and the possibilities of developing studies relating to wildlife.

M256. Dr. J. Knox Jones reported concerning the Solar research project at Crosbyton. He stated that he had received a final document by telecopy from ERDA which it appears all can agree upon, and is the work statement for the project now being prepared to move into two other phases on the negotiations. He explained that this is the largest single grant the institution has ever received providing the research is termed a success after the first six months. Mr. Bucy warned that proper surveillance of the funds is absolutely necessary in order that they will be applied to the project only. He also recognized Dean Bradford as being a real leader in this area. The Board expressed enthusiasm and interest concerning the project.

M257. Upon motion made by Dr. Williams, seconded by Mr. Collins, the Board by unanimous vote approved the changes in the Code of Student Affairs for 1976-77 as indicated on the attachment; Attachment No. 3. Dr. Ewalt prefaced the motion by explaining the need for the change.

M258. Mr. Wehmeyer handed out statistics on campus violations and offenses for the past three years, and reported concerning the number of officers on duty at various hours. Regents inquired concerning training and salaries for security policemen, and how the various offenses are handled. Dr. Ewalt additionally reported that security instructions are to be given in the residence halls this fall; students and staff will be furnished a manual of guidelines and will have meetings to analyze problems and the solutions to those problems. Periodic reviews will be held for the purpose of keeping key people alert to the need for constant vigil.

M259. Dr. Williams recognized Terry Wimmer as the new President of the Student Association, and said he would have some comments to make at the next Board meeting. Terry Wimmer in turn introduced the other officers of the Student Association.

M260. Mr. Kemp gave the report for the Campus and Building Committee. The following eight items (M261 through M268) constitute action taken upon the recommendations.



M261. Upon motion made by Mr. Kemp, seconded by Dr. Hinchey, the Board by unanimous vote approved the following Resolution: RESOLVED, that the new swimming pool be named the Recreational Aquatics Center.

M262. Upon motion made by Mr. Kemp, seconded by Dr. Hinchey, the Board by unanimous vote approved the following Resolution: RESOLVED, that June 11, 1976 be recorded as the acceptance date for the construction of the Christine DeVitt and Mallet Ranch Building.

M263. Upon motion made by Mr. Kemp, seconded by Dr. Hinchey, the Board by unanimous voted approved the following Resolution: RESOLVED, that May 10, 1976 be recorded as the acceptance date for the construction of the Tech Press Addition.

M264. Upon motion made by Mr. Kemp, seconded by Mr. Scruggs, the Board by unanimous vote approved the following Resolution: RESOLVED, that the plans be approved, authority be given to complete the contract documents, and receive bids for the renovation of the Texas Tech University Bookstore. Prior to the motion, Dr. Barnett explained the need and the proposed renovation.

M265. Upon motion made by Mr. Kemp, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that authority be given to retain Architectural assistance to develop plans and specifications for renovation work in certain areas of the old section of the University Center.

M266. Upon motion made by Mr. Kemp, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents authorizes the Administration to develop agreements for the use of certain land by the Texas Surplus Property Agency for a surplus property distribution center to be located in the triangle of the College Farm cut off by Loop 289, and to bring such agreement to the Board for its consideration at the next regularly scheduled meeting.

M267. Dr. Barnett reported that due to heavy rains, the building of Indiana and the inner campus loop have been delayed.

M268. Mr. Kemp reported that he had been in communication with several of the Texas Highway Department officials concerning the Fourth Street and Quaker loop, and they, along with city officials are making a study of the area, and a report should be forthcoming to the Regents at the next meeting.

M269. Mr. Pfluger gave the report for the Public Affairs, Development and University Relations Committee. The following three items (M270 through M272) constitute action taken upon the committee recommendations. At his request Dr. Clyde Kelsey, came forward to report.

M270. Upon motion made by Mr. Pfluger, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents of Texas Tech University upon recommendation of the Board of Directors of the Texas Tech University Foundation, appoints the persons nominated as Directors of the Texas Tech University Foundation as reflected

on the attached list; Attachment No. 4. Dr. Kelsey announced that the next scheduled meeting of the Foundation is September 11, which includes a coffee-reception to be given for Dr. and Mrs. Mackey beginning at 9:30 a.m. in the University Center.

M271. Dr. Kelsey reported that approximately 35,000 people visited the Ranching Heritage Center over the July 4th weekend, including representatives from thirty-four states and ten countries. Mr. Scruggs further reported that the dedication of the Ranching Heritage Center was an overwhelming success as was the cattle drive which preceded the dedication; further that publicity was wide spread which will certainly be beneficial.

M272. Upon motion made by Mr. Scruggs, seconded by Dr. Hinchey, the Board by unanimous vote approved the Resolution, as read by Mr. Scruggs, honoring Mr. Charles Schreiner, III; Attachment No. 5.

M273. Mr. Bucy gave the report for the Finance Committee. The following fourteen items (M274 through M287) constitute action taken upon the committee recommendations.

M274. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: "RESOLVED, that the Board of Regents of Texas Tech University designate and empower the following employees to sign and/or countersign checks drawn on the Revolving Fund and all other checking accounts of the University in any depository bank: Employees who may sign, Clyde H. Westbrook, Jr., Interim Vice President for Financial Affairs for Financial Services; or Max C. Tomlinson, Director of Accounting and Finance; or W. W. Hart, Deputy Director of Accounting and Finance; or Jerry L. Solomon, Chief Accountant, and employees who may countersign provided a different employee mentioned above has signed, W. W. Hart, Deputy Director of Accounting and Finance; or Max C. Tomlinson, Director of Accounting and Finance; or A. Rex Japser, Head of Payroll; or Eldon J. Hambright, Chief Accountant; or Jerry L. Solomon, Chief Accountant, effective the 1st day of September, 1976, through August 31, 1977, and further,

RESOLVED, that the Board of Regents of Texas Tech University designate and empower the following employees to sign and/or countersign cashier's checks drawn on the University's Cashier's Account in the First National Bank, Lubbock, Texas: Employees who may sign, Mildred Caldwell, Bursar; or Max C. Tomlinson, Director of Accounting and Finance; or W. W. Hart, Deputy Director of Accounting and Finance; or Eldon J. Hambright, Chief Accountant; or Jerry L. Solomon, Chief Accountant, and employees who may countersign provided a different employee mentioned above has signed, Linda K. Walker, Accounting Clerk II; or Sue Sanford, Accounting Clerk II, or Max C. Tomlinson, Director of Accounting and Finance; or W. W. Hart, Deputy Director of Accounting and Finance; or Eldon J. Hambright, Chief Accountant, or Jerry L. Solomon, Chief Accountant; or Jane E. Miller, Accountant; or Charlie L. Stallings, Accountant; or Shari Daffern, Accountant, effective the 1st day of September, 1976, through August 31, 1977, and further,

RESOLVED, that the Board of Regents of Texas Tech University designate and empower the following employees to sign and/or countersign checks drawn on the University's Financial Aids Cashier's Account in the First National Bank, Lubbock, Texas: Employees who may sign, Max C. Tomlinson, Director of Accounting and Finance; or W. W. Hart, Deputy Director of Accounting and Finance; or D. S. Akins, Director of Financial Aids; or M. J. Crozier, Financial Aids Advisor, and employees who may countersign provided a different employee mentioned above has signed, D. S. Akins, Director of Financial Aids; or Mildred Caldwell, Bursar; or Tommie Beckwith, Financial Aids Advisor, effective the 1st day of September, 1976, through August 31, 1977."

M275. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: "RESOLVED, that the Board of Regents of Texas Tech University designate and empower Dr. Cecil Mackey, President; or Dr. Glenn E. Barnett, Executive Vice President; or Mr. Clyde H. Westbrook, Jr., Interim Vice President for Financial Affairs for Financial Services; or Mr. Max C. Tomlinson, Director of Accounting and Finance; or W. W. Hart, Deputy Director of Accounting and Finance; or Mr. Jerry L. Solomon, Chief Accountant; or Mr. Eldon J. Hambright, Chief Accountant, to approve official travel reimbursements from State appropriations and all other funds for officers and employees of Texas Tech University provided that the purpose of the travel and the reimbursement for such is in accordance with State travel regulations, other statutory requirements or other action promulgated by this Board, effective the 1st day of September, 1976, through August 31, 1977."

M276. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: "RESOLVED, that the Board of Regents of Texas Tech University delegate authority for the approval and payment of all accounts covering expenditures from State funds and all other University controlled funds to Clyde H. Westbrook, Jr., Interim Vice President for Financial Affairs for Financial Services; or Max C. Tomlinson, Director of Accounting and Finance; or W. W. Hart, Deputy Director of Accounting and Finance; or Eldon J. Hambright, Chief Accountant; or Jerry L. Solomon, Chief Accountant; or Gerie L. Pirkey, Chief Accountant; or A. Rex Jasper, Head of Payroll; or W. C. Lawrence, Accounts Payable Supervisor; or Jane E. Miller, Accountant; or Charlie L. Stallings, Accountant; or Shari Daffern, Accountant; or George W. Wood, Accountant; or Laine Eschle, Accountant, effective the 1st day of September, 1976, through August 31, 1977."

M277. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: "RESOLVED, that the Board of Regents of Texas Tech University designate and empower Dr. Cecil Mackey, President; or Dr. Glenn E. Barnett, Executive Vice President; or Dr. Charles S. Hardwick, Vice President for Academic Affairs; or Mr. Clyde H. Westbrook, Jr., Interim Vice President for Financial Affairs for Financial Services; or Dr. Monty E. Davenport, Senior Associate Vice President; or Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; or Dr. Robert H. Ewalt,

Vice President for Student Affairs; or Mr. F. J. Wehmeyer, Associate Vice President for Administrative Services to approve travel leaves, either in-state or out-of-state\* for employees traveling on official business (as defined by law) of the University, effective the 1st day of September, 1976, through August 31, 1977, and further,

RESOLVED, that the Board of Regents of Texas Tech University designate and empower Dr. A. R. Bertrand, Dean of the College of Agricultural Sciences; or Dr. L. L. Graves, Dean of the College of Arts and Sciences; or Dr. C. H. Stem, Dean of the College of Business Administration; or Dr. R. H. Anderson, Dean of the College of Education; or Dr. J. R. Bradford, Dean of the College of Engineering; or Dr. Donald S. Longworth, Dean of the College of Home Economics; or Dr. R. B. Amandes, Dean of the School of Law; or Dr. C. Tom Reese, Dean of Continuing Education; or Dr. G. F. Meenaghan, Dean for Research; or Mr. R. C. Janeway, Dean of Library Services to approve travel leaves for faculty and staff members reporting to them, provided these travel leaves involve travel expenses, either in-state or out-of-state,\* for employees traveling on official business (as defined by law) of the University, effective the 1st day of September, 1976 through August 31, 1977. This shall not apply to travel outside the contiguous United States."

M278. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: "RESOLVED, that Dr. Cecil Mackey, President, Texas Tech University, be and he is hereby authorized to sign all applications, contracts, agreements, financial reports, resolutions, and any and all other documents relating thereto, for loans with the Department of Housing and Urban Development; applications for grants and/or loans under the Higher Education Facilities Act of 1963; loans under the National Defense Education Act; grants from any and all sources; grants-in-aid; fellowships under the National Defense Act; research applications; contract research; and contracts with any and all agencies, for the acceptance of any and all letters of instruction or assignment to sell, assign, exchange, or transfer securities; to sign any and all orders to transfer funds from one investment account to another; and to sign any and all letters or orders to purchase for the period September 1, 1976 through August 31, 1977, in keeping with the Texas Tech University Board of Regents' approved policies and where not in conflict with any items the Chairman is to execute.

"FURTHER RESOLVED, that Dr. Glenn E. Barnett, Executive Vice President, Texas Tech University, be and he is hereby authorized to sign all applications, contracts, agreements, financial reports, resolutions, and any and all other documents relating thereto, for loans with the Department of Housing and Urban Development; applications for grants and/or loans

\*Except that travel to countries outside the United States and its possessions, other than Mexico and Canada, requires prior approval of the Board of Regents of Texas Tech University and of the Governor of the State of Texas for employees traveling on official leave for which expenses are reimbursable from appropriated funds.



under the Higher education Facilities Act of 1963; loans under the National Defense Education Act; grants from any and all sources; grants-in-aid; fellowships under the National Defense Act; research applications; contract research; and contracts with any and all agencies, for the acceptance of any and all gifts and/or loans of equipment and/or personal property from Federal and State agencies, industry, foundations and/or individuals; to sign any and all letters of instruction or assignment to sell, assign, exchange, or transfer securities; to sign any and all orders to transfer funds from one investment account to another; and to sign any and all letters or orders to purchase from the period September 1, 1976, through August 31, 1977, in keeping with the Texas Tech University Board of Regents' approved policies and where not in conflict with any item the Chairman and/or President is to execute.

"FURTHER RESOLVED, that Mr. Clyde H. Westbrook, Interim Vice President for Financial Services, Texas Tech University, be and he is hereby authorized to sign all applications, contracts, agreements, financial reports, resolutions and any and all other documents relating thereto, for loans with the Department of Housing and Urban Development; applications for grants and/or loans under the Higher Education Facilities Act of 1963; loans under the National Defense Education Act; grants from any and all sources; grants-in-aid; fellowships under the National Defense Act; research applications; contract research; and contracts with any and all agencies, for the acceptance of any and all letters of instruction or assignment to sell, assign, exchange, or transfer securities; to sign any and all orders to transfer funds from one investment account to another; and to sign any and all letters or orders to purchase for the period September 1, 1976, through August 31, 1977, in keeping with the Texas Tech University Board of Regents' approved policies and where not in conflict with any items the Chairman, President, and/or Executive Vice President is to execute.

"AND FURTHER RESOLVED, that Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies, Texas Tech University, be and he is hereby authorized to sign all applications, contracts, agreements, financial reports, resolutions, and any and all other documents relating thereto, for grants for research or special programs from any and all sources; research applications; and contract research for the period September 1, 1976, through August 31, 1977, in keeping with the Texas Tech University Board of Regents' approved policies and where not in conflict with any items the Chairman, President, Executive Vice President, and/or Interim Vice President for Financial Services is to execute.

M279. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: "RESOLVED, that Dr. Cecil Mackey, President; or Dr. Glenn E. Barnett, Executive Vice President; or Mr. Clyde H. Westbrook, Jr., Interim Vice President for Financial Services; be and are hereby authorized to approve all budgets, budget changes, contracts, transfers of funds, and any and all items necessary to close the 1975-76 fiscal year, and further,

"RESOLVED, that all of the aforementioned items will be submitted to the Texas Tech University Board of Regents for ratification in the agenda for the second Texas Tech University Board of Regents' meeting in the 1976-77 fiscal year."

M280. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: "RESOLVED, that the statement of general policy to govern the granting of tuition scholarships as authorized by House Bill No. 265, 55th Legislature as amended by House Bill No. 43, 62nd Legislature is approved and is attached." Attachment No. 6.

M281. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: "RESOLVED, that the Board of Regents of Texas Tech University authorizes the Interim Vice President for Financial Affairs for Financial Services to request from the Comptroller of Public Accounts the activation of the Texas Tech University and the Texas Tech University School of Medicine Central Services Account as authorized in Article IV, Section 35 of the General Provisions of Senate Bill 52, 64th Legislature, State of Texas, Regular Session, in amounts authorized in the approved financial plans."

M282. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: "RESOLVED, that the Board of Regents authorizes the establishment of a \$30.00 per semester Karate fee for the Intermediate Karate course beginning with the Fall of 1976 semester and authorizes the Chairman of the Board to sign the attached contract with the Black Dragon Institute for the teaching of the Beginning Karate course and the Intermediate Karate course." Attachment No. 7.

M283. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: "Recommended that the lease agreement with Atchison, Topeka, and Santa Fe Railway Company covering use and maintenance of railway trackage on Texas Tech University Center at Amarillo property be extended for the period of June 7, 1976 through June 6, 1981 and the Chairman be authorized to sign the necessary document."

M284. Upon motion made by Mr. Bucy, seconded by Dr. Hinchey, the Board by unanimous vote approved the following Resolution: "RESOLVED: that the attached fee schedule be adopted for faculty and staff use of campus recreation facilities." Attachment No. 8.

M285. Upon motion made by Mr. Scruggs, seconded by Dr. Hinchey, the Board by unanimous vote approved the following Resolution: "RESOLVED, that the Board of Regents of Texas Tech University approves the admission fees for the Ranching Heritage Center as follows:

Adults	\$1.00
Students (grade one through college)	.50
Families (2 adults and children)	3.00
Children under six	No charge



The Vice President for Academic Affairs shall have the authority to waive the collection of fees for selected special events and for certain types of designated classes of sustaining supporters." Prior to the motion, much reluctance was expressed by Board members at the initiation of the fee, and the hope that the charge would be necessary only for a short time was reflected.

M286. Mr. Scruggs reminded the Board that Mr. Trent Campbell donated the funds to build the beautiful patio at the Ranching Heritage Center, and recommended the Chairman write him a letter of appreciation for the gift; the Regents concurred.

M287. Relative to the Administration Building fire of May 12, 1976, Mr. Bucy read the following excerpt of a letter from the City of Lubbock Fire Marshall: "In checking through the room there are only two ways the fire could have started:

1. Someone was smoking in the room and discarded a burning cigarette which ignited the paper.
2. Some person set the fire.

The above is my opinion."

Upon motion made by Mr. Bucy, seconded by Dr. Williams, the Board by unanimous vote approved that correspondence from Mr. George W. McNiel, State Auditor, and from Dr. Glenn E. Barnett, be attached to the Minutes for permanent record. The letter from Mr. McNiel is attached and made a part of the Minutes; Attachment No. 9; the letter from Dr. Barnett; Attachment No. 10.

M288. Mr. Collins gave the report for the Athletic Committee. He called Mr. J. T. King to come forward to report concerning the faculty-staff policies relative to the football ticket option program. Mr. King explained the options and handed out a report of the manner in which other comparable universities handle seat options. It was the general consensus of the Board that the Seat Option Policy as adopted, stands, and no change will be made. Mr. John Conley reported that present seat option holders were notified that September 1 was the deadline to renew options with no immediate deposit obligation. At the present, over \$600,000 has been pledged by previous option holders, and more than \$70,000 has been received on the next ten years' option period -- the renewal outlook is good.

M289. Upon motion made by Dr. Hinchey, seconded by Mr. Collins, the Board by unanimous vote approved that in order to express appreciation to season football ticket holders through the years, that they be granted the next opportunity to exercise options.

M290. Mr. Collins gave the report of the nominating committee and submitted the names of the following Board Officers for the coming year: Dr. Judson F. Williams, Chairman; Mr. Robert L. Pfluger, Vice Chairman; and Mrs. Freda

Pierce, Secretary. Mr. Bucy made the motion they all be elected, seconded by Dr. Hinchey, and the Board approved unanimously.

M291. Dr. Hinchey, on behalf of the Board, expressed appreciation to the retiring Chairman for his untiring efforts and excellent leadership over the past two years. Mr. Formby responded by saying it has been a great honor, and thanked everyone for the cooperation he had received from the Board during the past two years as Chairman; also from the administration, faculty, staff, students, the University Daily and the media in town. He said it had been a challenge and rewarding, and that he has never been so honored as to serve with this board.

M292. There being no further business, the meeting adjourned.

Freda Pierce, Secretary

FP:lr

August 5, 1976

Attachments (August 5, 1976)

1. Sick Leave Policy; Item M249.
2. Amendment, Charter of the Faculty Council; Item M252.
3. Changes in Code of Student Affairs; Item M257.
4. List of nominees for Directors of the Texas Tech University Foundation; Item M270.
5. Resolution, Mr. Charles Schreiner, III; Item M272.
6. Statement of General Policy to Govern the Granting of Tuition Scholarships; Item M280
7. Recommendation, \$30.00 Karate Fee for the Intermediate Karate course beginning with Fall 1976 semester; Item M282.
8. Resolution, Faculty-Staff Use Fee; Item M284.
9. Letter, Mr. George W. McNiel; Item M287.
10. Letter, Dr. Glenn E. Barnett: Item M287.

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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 August 5, 1976.

Freda Pierce, Secretary

SEAL

August 5, 1976

TEXAS TECH UNIVERSITY  
Lubbock, Texas

August 6, 1976

Sick Leave Policy

Sick leave entitlement with pay for a full time employee shall be earned at the rate of eight hours for each month or fraction of a month of employment, and accumulates with any unused amount of such leave carried forward from previous months. A part time employee earns sick leave in proportion to the number of hours worked.

An employee may take sick leave with pay when sickness, injury, or pregnancy and confinement prevent the employee's performance of duty or when a member of the employee's immediate family is actually ill. An employee receiving workmen's compensation payments may use accumulated sick leave to make up the difference between the employee's regular salary and the amount paid by workmen's compensation insurance. Malingering and other abuses of sick leave shall constitute grounds for dismissal from employment by the University.

To be eligible for sick leave with pay, an employee must comply with the following:

Report to his administrative officer as soon as possible the reason for his absence and keep his administrative officer informed of his condition.

Complete an application for leave of absence immediately upon returning to work.

Provide a doctor's certificate or other satisfactory proof of illness, injury, or confinement, which prevents the employee's performance of duty.

An Employee transferring between university departments or state agencies shall retain unused sick leave, provided his service is uninterrupted.

When an official University holiday occurs during a paid sick leave, the holiday shall not be charged against sick leave.

An employee who resigns, is dismissed or separated from state employment shall be entitled to be paid for one-half of his unused sick leave accumulation.

In the event of an employee's death, one-half of his unused sick leave accumulation shall be paid to his estate as a death benefit.

Exceptions to the amount of sick leave an employee may take may be authorized by the President provided such exceptions are authorized on an individual basis after a review of the merits of each particular case.

This Sick Leave Policy shall become effective September 1, 1976.

Amendment to the  
Charter of the Faculty Council  
Article II Section 2

There shall be an Executive Committee of the Faculty Council composed of twenty-one members, all chosen from the ranks of the voting faculty, except that administrative officials, including assistant deans, shall not be eligible. Department chairmen shall not be excluded from membership. There shall be one representative elected by each college and school, excluding the Graduate School. The remaining members of the Executive Committee shall be elected at large.



PROPOSED CHANGES FOR THE 1976-77 CODE OF STUDENT AFFAIRS

I. University Discipline Committee

Current Policy

1 The University Discipline Committee shall be empowered to conduct  
2 disciplinary hearings on cases properly referred to it. The Committee  
3 shall be composed of two faculty members, two students, and two staff  
4 members from the office of the Dean of Students. Each member shall be  
5 appointed for a one-year term and may be reappointed. Appointment pro-  
6 cedure shall be as follows:

7 A. The chairman shall be appointed by the President of the Uni-  
8 versity and shall be a full-time member of the faculty.

9 B. The vice-chairman shall be appointed by the President of the  
10 University and shall be a full-time member of the faculty.

11 C. Two student members shall be appointed by the President of the  
12 University. The President of the Student Association with the advice  
13 and consent of the Student Senate may recommend the name or names of  
14 students to the President of the University for his consideration in  
15 such appointments.

16 D. Two staff members from the office of the Dean of Students shall  
17 be appointed by the Vice President for Student Affairs. A staff member  
18 who serves as an investigator and brings charges in disciplinary cases  
19 shall not serve as a member of the University Discipline Committee.

20 E. Alternates

21 1. A third full-time member of the faculty who shall serve as  
22 an alternate to either faculty member shall be appointed by the President  
23 of the University. He shall be appointed for a one-year term and may be  
24 reappointed.

25 2. A third student who shall serve as an alternate to either  
26 student member shall be appointed by the President of the University.  
27 The President of the Student Association with the advice and consent of  
28 the Student Senate may recommend the name or names of students to the  
29 President of the University for his consideration in such appointments.  
30 He shall be appointed for a one-year term and may be reappointed.

31 F. The Committee shall establish regular meeting times during  
32 which cases may be heard and shall provide for special meetings as  
33 needed. Alternate members shall attend meetings only when serving in  
34 place of an absent regular member. A quorum for the Committee shall

35 be four members provided at least one member is present from each of the  
36 three categories. The President of the University shall have authority  
37 to remove a member from this Committee for failure or refusal on the part  
38 of the member to serve and perform the duties and functions of this Com-  
39 mittee. The President of the University shall have the authority and  
40 duty to fill vacancies on the Committee created by (1) the resignation  
41 of a member or (2) the failure or refusal by a member to perform the  
42 duties of the Committee, as the case may be.

43 G. The President of the University shall have the power and  
44 authority to appoint additional sections to the University Discipline  
45 Committee, when, in his judgment, there is a necessity to expedite the  
46 orderly disposition of cases and to aid the administration of disci-  
47 plinary action within the University. The additional sections of the  
48 University Discipline Committee shall have the same composition of mem-  
49 bership, power, and authority as the original University Discipline  
50 Committee, and such additional sections shall be alphabetically desig-  
51 nated. Each section shall function as a unit but separate and apart  
52 from the other sections of the Committee in disposing of the case load  
53 in the University disciplinary process.

#### Recommended Changes

Change line 4 to read "from the University administration".

Change item D lines 16, 17, 18, and 19 by substituting "Two staff members from the University administration shall be appointed by the President of the University and shall be on a full-time appointment with the University." for the existing statement.

Add a new item E 3 to read "A third representative from the University administration who shall serve as an alternate to either University administration member shall be appointed by the President of the University. The individual shall be appointed for a one-year term and may be reappointed."

Change F in line 31 to G.

Change G in line 43 to H.

Add a new item F to read "The Dean of Students or a person designated by the Dean of Students shall serve as the permanent secretary and resource person for the committee without a vote."

Comment

At the present time, a student may choose between a hearing officer in the Dean of Students office or the University Discipline Committee for a hearing on his/her discipline case. Under the present regulations, a representative from the Dean of Students office would sit in judgment in both instances. The suggested changes would allow more freedom for a student to choose between a hearing officer or a committee which would not have a voting representative from the office preparing the discipline case.

The Dean of Students office will continue to work with the Committee but will be replaced by a representative from the University administration for voting purposes.

## II. University Appeals Committee

### Current Policy

1       The University Appeals Committee shall be empowered to hear cases pre-  
2       sented to it by tape recording or in writing, or both, by any individual,  
3       organization, or investigator bringing charges against an individual or  
4       organization making an appeal in accordance with the provisions in this  
5       Code. The Committee shall be composed of three full-time faculty members  
6       appointed annually by the President of the University, and any of these  
7       members may be reappointed. Three full-time faculty members shall be  
8       appointed to serve as alternates. For the purpose of this Committee,  
9       "full-time faculty" shall include full-time persons holding professorial  
10      rank. Alternate members shall attend meetings only when serving in  
11      place of an absent regular member. The President of the University shall  
12      have the power and authority to appoint additional sections to the Uni-  
13      versity Appeals Committee when, in his judgment, there is a necessity to  
14      expedite the orderly disposition of cases and to aid the administration  
15      of disciplinary action within the University. The additional sections of  
16      the University Appeals Committee shall have the same composition of mem-  
17      bership, power, and authority as the original University Appeals Com-  
18      mittee, and such additional sections shall be alphabetically designated.  
19      Each section shall function as a unit but separate and apart from the  
20      other sections of the Committee in disposing of the appeal case load in  
21      the University disciplinary process.

22      The Procedure for appealing to the University Appeals Committee  
23      follows: . . . .

### Recommended Change

Change lines 5-11 to read as follows:

. . . The Committee shall be composed of two full-time faculty members  
and one student. All members shall be appointed for a one-year term by  
the President of the University, and any of these members may be re-  
appointed. Two full-time faculty members and one student shall be ap-  
pointed as alternates. Alternate members shall attend meetings only  
when serving in place of an absent regular member. Two faculty mem-  
bers and one student shall be present to decide a case.

For the purpose of this Committee, "full-time faculty" shall include full-time persons holding professorial rank.

The President of the Student Association with the advice and consent of the Student Senate may recommend the name or names of students to the President of the University for his consideration in making his appointment of student members.

The President of the University shall . . . .

Comment

Students have served as responsible members of the Student Discipline Committee and wish to be represented on the Appeals Committee. This request is consistent with our current approach to student discipline.

NEW NOMINEES

Three-Year Terms (September 1, 1976 - August 31, 1979)

Mrs. Durwood Bradley  
Lubbock, Texas

Mr. Bob Dunbar  
Division Manager  
Southwestern Bell Telephone  
Company of Lubbock  
Lubbock, Texas

Mr. Ed Irons  
Superintendent of Schools  
Lubbock Independent School District  
Lubbock, Texas

Mr. Newton Vance  
President  
Western Agricultural Sales Company, Inc.  
Lubbock, Texas

RENOMINEES

Three-Year Terms (September 1, 1976 - August 31, 1979)

C. H. Cummings, Lubbock  
Richard Dickey, Lubbock  
Joe Kirk Fulton, Lubbock  
F. William Holder, Jr., Lubbock  
Wayne James, Lubbock  
John Latham, Broussard, Louisiana  
Reginald Martin, Lubbock  
Wendell Mayes, Jr., Austin  
C. H. Rainwater, Lubbock  
B. E. Rushing, Jr., Lubbock  
Robert L. Snyder, Lubbock  
George C. Wilson, Lubbock



RESOLUTION

Charles Schreiner, III

WHEREAS, the United States of America is celebrating its 200th birthday in this year of 1976, and

WHEREAS, Texas Tech University joined in this Bicentennial celebration by re-enacting a Texas Longhorn Trail Drive from San Antonio to Lubbock, Texas, arriving on July 2 to signal the four-day formal opening of the Ranching Heritage Center of The Museum of Texas Tech University, and

WHEREAS, Mr. Charles Schreiner, III, of Kerrville, Texas, brought honor and prestige to Texas Tech University and the State of Texas by directing this historic drive, so typical of the days of old for this part of the nation.

NOW THEREFORE BE IT RESOLVED that the Board of Regents of Texas Tech University pauses in its deliberations to take notice of this distinguished service and extends its grateful thanks to Mr. Charles Schreiner, III.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and that a copy be delivered to Mr. Charles Schreiner, III.

TEXAS TECH UNIVERSITY

STATEMENT OF GENERAL POLICY TO GOVERN THE  
GRANTING OF TUITION SCHOLARSHIPS AS AUTHORIZED BY  
HOUSE BILL NO. 265, 55TH LEGISLATURE AS AMENDED BY  
HOUSE BILL NO. 43, 62ND LEGISLATURE

1. Scholarships authorized by House Bill No. 265 of the 55th Legislature as amended by House Bill No. 43 of the 62nd Legislature shall be designated as "Tuition Fee Scholarships."
2. Tuition Fee Scholarships shall be processed and granted by or under the supervision of the Committee on Scholarships and Awards.
3. Recipients of such scholarships must be classified as "resident students" as defined by House Bill No. 265 of the 55th Legislature as amended by House Bill No. 43 of the 62nd Legislature.
4. Awards shall be based primarily on financial need, giving consideration to the financial capacity of student's parents, the student's own efforts to finance his or her education as evidenced by part-time jobs and loans from private sources. A questionnaire designed to secure the information necessary for determination of need shall be used by the Committee.
5. Awards shall also be based on character and general scholastic record.
6. Tuition Fee Scholarships shall be granted to full-time students in an amount not to exceed twenty-five (\$25.00) dollars per semester. Such awards shall not be made for summer terms or sessions.
7. Not later than thirty (30) days after the close of each fiscal year Texas Tech University shall transfer any remaining balance in the Account, Tuition Fee Scholarships, to the unappropriated balance and the State Comptroller of Public Accounts shall be notified of the amount of such transfer. A report to the President and to the Board of Regents will be made by the Committee on Scholarships and Awards, showing the number of applications received, the number awarded, and the number paid.

Contract No. 162

AGREEMENT

THIS AGREEMENT made and entered into by and between Black Dragon Institute of Tae Kwon Do, 1704 Broadway, Lubbock, Texas, hereinafter referred to as the Contractor and Texas Tech University, Lubbock, Texas, hereinafter called the University.

WHEREAS, the Contractor is desirous of making available his Karate facilities for Texas Tech students officially enrolled in beginning and intermediate Karate classes and the University is desirous of using the facilities for such purposes:

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

1. The Chairman of the Department of Health, Physical Education and Recreation and the Contractor will mutually arrange the class schedule of each course for each semester. There shall be one (1) class period a week of two (2) hours duration with one and one half (1½) hours of instruction time.
2. The Contractor will furnish the services and equipment as needed and mutually acceptable.
3. The Contractor will grant makeup privileges to those students who miss their regular class meeting.
4. The Contractor will not permit any loitering near the facility being made available for the University's use.
5. The University will pay the Contractor for either the beginning or the intermediate Karate course \$30.00 per student per semester for each student who attends one (1) class section at the beginning of each semester. The University will not make a refund to any student who drops or withdraws from a Karate class after the student's first class session and the Contractor will not be requested to make a refund to the University under same condition. The Contractor will be paid as the Chairman of the department certifies to the enrollment in each class, and in no case later than thirty (30) days from the first class sessions.
6. This contract shall become effective August 25, 1976, and shall expire on August 24, 1977. However, it may be extended from year to year thereafter, upon the agreement of both parties.
7. The University reserves the right to cancel this contract on thirty (30) days written notice if the Contractor fails to comply with any of the foregoing stipulations. The Contractor will return a prorata portion of the \$30.00 fee to the University so it may make an agreement with another contractor for the balance of the semester.

8. This contract is not transferable or assignable except upon written approval of the University.
9. The Contractor will provide the University with adequate liability insurance.

IN WITNESS WHEREOF, the parties hereto have executed this contract at Lubbock, Texas, in duplicate, each of which shall be considered an original, by their duly appointed officers this the \_\_\_\_\_ day of \_\_\_\_\_, 1976.

BLACK DRAGON INSTITUTE  
OF TAE KWON DO

By \_\_\_\_\_

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

ATTEST:

\_\_\_\_\_  
Freda Pierce, Secretary

\_\_\_\_\_  
Clint Formby, Chairman



III. Combination Charge

A. Faculty-Staff Total Use Charge . . . . . \$15.00

Permits Faculty and Staff use of all the facilities  
and programs described in this schedule.

All charges are yearly, beginning each September and running through August 31.  
Charges will be prorated as follows:

<u>Sept. 1</u>	<u>Jan. 1</u>	<u>June 1</u>
\$15.00	\$10.00	\$ 5.00
9.00	6.00	3.00
6.00	4.00	2.00
5.00	--	2.50
4.00	3.00	2.00





GEORGE W. McNIEL, C. P. A.  
STATE AUDITOR

LEE H. ASHMORE, C. P. A.  
FIRST ASSISTANT

**THE STATE AUDITOR**  
SAM HOUSTON STATE OFFICE BUILDING  
P. O. BOX 12067  
AUSTIN, TEXAS 78711

Board Minutes  
August 5, 1976  
Attachment No. 9  
Item M287

June 18, 1976

The Honorable Judson F. Williams, Vice Chairman  
Office of the Board of Regents  
Texas Tech University Complex  
P. O. Box 4039  
Lubbock, Texas 79409

Dear Mr. Williams:

In response to your inquiry concerning the fire in the Administration Building at Texas Tech University, we are not aware of anything that would warrant further examination, by us, of these records since, as you stated, the records destroyed were for the fiscal years 1970 through 1973 and had been audited by this office. I too believe that in the absence of further questions, no additional action to reconstruct these records is feasible at this time.

Yours very truly,

State Auditor

George W. McNiel:ar



Office of the Executive Vice President

TEXAS TECH UNIVERSITY COMPLEX  
P.O. Box 4409 / Lubbock, Texas 79409 / (806) 742-6114

July 22, 1976

Dr. Judson F. Williams  
4200 O'Keefe  
El Paso, Texas 79902

Dear Dr. Williams,

This letter is in response to your request for information regarding the records subject to fire damage in the Administration Building on the night of May 12, 1976.

The records in question were for fiscal years 1970 through 1973. Some were destroyed beyond use and others which were damaged by water have been stored. All of these records have previously been audited by the State Auditor's Office which annually audits financial records of the Institution shortly after the close of the fiscal year. As a further safeguard, we do maintain magnetic tapes recording all the transactions. On the morning following the fire we produced duplicates of these tapes. The new tapes are in the Computer Center and the old tapes have been returned to the vault in the basement of the Administration Building. For your specific information, I am enclosing a detail of the records which are stored on the tapes. You will note that these details are included in a memorandum of May 13, the day after the fire, at which time a complete check was made.

Sincerely yours,

Glenn E. Barnett  
Executive Vice President

GEB:cs  
attachment

TEXAS TECH UNIVERSITY  
LUBBOCK, TEXAS  
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TEXAS TECH UNIVERSITY  
Lubbock, Texas

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

1.

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Mr. John Douglas Andrews Assistant Professor	Business Administration	6/1/76 7/12/76	\$ 2,667.00 6 weeks
		9/1/76 5/31/77	16,000.00 9 months
Dr. Michael Angelotti Associate Professor	Education	9/1/76 5/31/77	16,000.00 9 months
Dr. Larry Morton Austin Associate Professor	Business Administration	9/1/76 5/31/77	20,500.00 9 months
Dr. Daniel Paul Bartell Assistant Professor	Entomology	9/1/76 5/31/77	16,000.00 9 months
Dr. James Eastgate Brink Assistant Professor	History	9/1/76 5/31/77	12,400.00 9 months
Dr. Larry D. Browning Visiting Assistant Professor	Speech and Theatre Arts	7/14/76 8/21/76	2,450.00 6 weeks
Mr. James Cummings Lecturer	Business Administration	7/14/76 8/21/76	1,100.00 6 weeks
Dr. Patricia Jean Dukes Visiting Assistant Professor	Speech and Theatre Arts	6/1/76 8/21/76	3,332.00 2½ months
Mr. David L. Dukes Assistant Professor	Business Administration	9/1/76 5/31/77	17,500.00 9 months
Dr. David Kalman Farkas Visiting Assistant Professor	English	9/1/76 5/31/77	11,500.00 9 months
Mr. Roger Ford Lecturer	Industrial Engineering	9/1/76 5/31/77	7,500.00 9 months 50%



<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Dr. William H. Gustafson Assistant Professor	Mathematics	9/1/76 5/31/77	\$ 15,500.00 9 months
Mrs. Frankie Kee Hoag Lecturer, Part-time	Education	6/1/76 7/12/76	800.00 6 weeks
Dr. Patricia Emily Horridge Associate Professor	Clothing and Textiles	9/1/76 5/31/77	22,750.00 9 months
Dr. John E. Jensen Assistant Professor	Mathematics	9/1/76 5/31/77	15,000.00 9 months
Mr. Charles Johnson Assistant Professor	Political Science	9/1/76 5/31/77	13,000.00 9 months
Dr. Peter J. Kelemen Assistant Professor	Mathematics	9/1/76 5/31/77	14,500.00 9 months
Mr. Byung-Young Kim Instructor	Architecture	9/1/76 5/31/77	12,000.00 9 months
Dr. David R. Klock Associate Professor	Business Administration	7/14/76 8/21/76	3,500.00 6 weeks
		9/1/76 5/31/77	21,000.00 9 months
Dr. David Barry Knaff Associate Professor	Chemistry	9/1/76 5/31/77	17,500.00 9 months
Dr. Robert J. Koester Associate Professor	Business Administration	7/14/76 8/21/76	3,625.00 6 weeks
		9/1/76 5/31/77	21,750.00 9 months
Mrs. Grace B. LeMonds Visiting Lecturer Part-time	Education	6/1/76 7/12/76	900.00 6 weeks
Dr. Barbara O'Brien Visiting Lecturer	Mathematics	9/1/76 5/31/77	11,760.00 9 months
Dr. Bruce Allen Palmer Associate Professor	Business Administration	9/1/76 5/31/77	21,750.00 9 months

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Dr. Allen T. Retzlaff Visiting Lecturer	Mathematics	9/1/76 5/31/77	\$ 11,750.00 9 months
Ms. Patricia Ross Assistant Professor	Sociology	9/1/76 5/31/77	13,000.00 9 months
Mr. Stephen Alan Rubinfeld Assistant Professor	Business Administration	9/1/76 5/31/77	17,000.00 9 months
Mr. Raymond J. Smead Assistant Professor	Business Administration	9/1/76 5/31/77	17,000.00 9 months
Dr. Paula J. Smith Assistant Professor	Education	9/1/76 5/31/77	15,500.00 9 months
Mr. George Wendell Sorensen Associate Professor	Speech and Theatre Arts	9/1/76 5/31/77	16,000.00 9 months
Mrs. June Demby Sprott Lecturer	Education	6/1/76 7/12/76	1,500.00 6 weeks
Dr. David B. Stephens Assistant Professor	Business Administration	6/1/76 7/12/76	3,083.00 6 weeks
		9/1/76 5/31/77	18,500.00 9 months
Dr. J. Barry Turett Visiting Lecturer	Mathematics	9/1/76 5/31/77	11,750.00 9 months
Mr. James Keith Wangberg Assistant Professor	Entomology	9/1/76 5/31/77	15,000.00 9 months
Dr. Leonard H. Weiner Associate Professor	Mathematics	7/12/76 8/21/76	3,333.00 6 weeks
		9/1/76 5/31/77	20,000.00 9 months
Dr. David A. Welton Associate Professor	Education	9/1/76 5/31/77	17,000.00 9 months
Dr. Lawrence R. Whitlock Assistant Professor	Mathematics	9/1/76 5/31/77	15,000.00 9 months
Dr. Robert Edward Wilkes Associate Professor	Business Administration	7/14/76 8/21/76	3,666.00 6 weeks
		9/1/76 5/31/77	22,000.00 9 months

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Mr. Robert E. Wood, Jr. Assistant Professor	School of Law	9/1/76 5/31/77	\$ 23,000.00 9 months
Dr. Meiling Tsai Yang Post-doctoral Fellow	Biological Sciences	6/1/76 5/31/77	Non-salaried 12 months

TEXAS TECH UNIVERSITY  
Lubbock, Texas

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

2.

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Dr. Darold Barnum Assistant Professor	Business Administration	8/31/76
Dr. Barry L. Bateman Associate Professor	Mathematics	6/1/76
Mr. John Henry Baumgardner Professor	Animal Science	5/31/76
Mr. Arthur Beard Assistant Professor	Business Administration	7/12/76
Dr. Thomas M. Bell Associate Professor	Agricultural Economics	6/1/76
Mr. Jerry Paul Brainard Assistant Professor	Music	9/1/76
Dr. W. W. Byszewski Visiting Associate Professor	Electrical Engineering	5/31/76
Dr. Noel Andy Cole Visiting Assistant Professor	Animal Science	5/31/76
Dr. Samuel Everett Curl Professor Associate Vice President	Animal Science Academic Affairs	6/25/76
Mr. Martin A. Frey Professor	School of Law	5/31/76
Dr. John S. Gillis Associate Professor	Psychology	7/13/76

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Dr. Alexander Pope Hull, Jr. Associate Professor	Germanic and Slavic Languages	5/31/76
Mr. Louis T. Jardine Assistant Professor	Germanic and Slavic Languages	6/9/76 (Disability Retirement)
Dr. William R. Johnson Vice President	Academic Affairs	6/30/76
Dr. Arthur R. Kagle Lecturer	Business Administration Internal Auditor	7/31/76
Miss Fannie Ernestine Pillow Associate Professor	Education	8/31/76
Dr. Louis D. Ponthieu Associate Professor	Business Administration	5/31/76
Dr. Darrell Neal Ueckert Associate Professor	Range and Wildlife Management	8/31/76
Dr. Gary Lamar Wise Assistant Professor	Electrical Engineering	5/31/76
Dr. Anthony Arthur Zenner Associate Professor	Speech and Theatre Arts	7/12/76

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Summary of Faculty and Professional Staff Appointments  
other than Professorial Ranks

3.

		Appointment Period	
		9 months or over	4½ months or under
1. Instructor -----	1	2	
2. Instructor (Part-time, non-student) ----	-0-	1	
3. Part-time Instructor (Graduate student) -	19	45	
4. Teaching Assistant -----	59	28	
5. Other Professional Personnel -----	<u>1</u>	<u>21</u>	
Total -----	<u>80</u>	<u>97</u>	

TEXAS TECH UNIVERSITY  
Lubbock, Texas

4. For Information Only: Summary of Research Appointments

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months or over</u>	<u>4½ months or under</u>
1. Research Associate -----	-0-	9
2. Research Assistant -----	<u>7</u>	<u>151</u>
Total -----	<u><u>7</u></u>	<u><u>160</u></u>



TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Employment and Termination of  
Classified Personnel

5.

<u>Description</u>	<u>Appointments</u>	<u>Revisions</u>	<u>Terminations</u>
1. Clerical and Fiscal Group -----	92	52	86
2. Equipment Operators -----	5	-0-	5
3. Building, Grounds Services -----	32	19	48
4. Engineering, Trades Technical -----	5	1	6
5. Personnel Services, Residence Halls and Public Relations -----	6	-0-	5
6. Agricultural Services -----	3	1	6
7. Stores and Purchasing -----	1	-0-	2
8. Miscellaneous Group -----	10	2	14
9. Food Service -----	<u>2</u>	<u>1</u>	<u>4</u>
Total -----	<u>156</u>	<u>76</u>	<u>176</u>

TEXAS TECH UNIVERSITY  
Lubbock, Texas

6. For Information Only: Official Travel

Out-of-State Travel Leaves and Certain In-State Travel Leaves:

1. Purpose of Leaves Summarized into Four Groups:	<u>Number</u>
a. To Present an Original Paper -----	87
b. To Attend a Professional Meeting -----	184
c. Trip in Conjunction with Research Project -----	38
d. Trip Required in Performance of University Duties -----	<u>122</u>
Total -----	<u>431</u>

2. Estimated Expenses and Source of Funds to be Used:	<u>Number</u>	<u>Estimated Amount</u>
a. From State Appropriated Funds -----	255	\$75,311.54
b. From Auxiliary Accounts -----	11	3,679.97
c. Gifts, Grants and/or Contract Research -----	160	75,637.70
d. From Current Restricted Funds -----	-0-	-0-
e. From Revolving Funds -----	4	1,392.00
f. From Museum -----	-0-	-0-
g. From Agency Funds and Other Sources -----	-0-	-0-
h. From Unappropriated Funds -----	<u>1</u>	<u>91.32</u>
Total -----	<u>431</u>	<u>\$156,112.53</u>

\* Federal  
\*\* Private

TEXAS TECH UNIVERSITY  
Lubbock, Texas

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

7.

For Information Only: Research Budgets

RESEARCH SUPPORT

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-A099 **	Pfizer, Inc.	Effects of Terramycin & Anthelmintics Upon the Performance of Feedlot Heifers	W. Mies	Ani. Sci.	4/28/76 8/31/76	\$4,500
22-A098 *	National Park Service	Watershed Inventory & Land Classifi- cation Studies at Guadalupe Mountains National Park, Texas	E. Fish	P.A.	5/01/76 12/01/76	10,653
22-A004	City of Dallas	Centennial History of the Dallas, Tx. Park System, 1876-1977	E. Urbanovsky	P.A.	1/22/76 8/31/77	6,500
22-C119 **	American Museum of Natural History	Competition and Community Structure of Nectivours	S. Pimm	Biol. Sci.	4/01/76 8/31/76	500
22-C080 **	R.A. Welch Foundation	Biosynthesis of Ergot Alkaloids	J. Anderson	Chemistry	6/01/76 5/31/77	14,000
22-C118 **	" " "	Elimination Reactions Forming Carbon- Heteroatom Multiple Bonds	R. Bartsch	"	" " "	15,000
22-C086 **	" " "	Reaction Dynamics in Bioinorganic Model Systems	G. Blackmer	"	" " "	17,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-A104 **	Texas Cattle Feeders Association	Improvement of Feedlot Performance of Beef Heifers	L. Thompson	Ani. Sci.	11/01/75 10/30/76	\$ 1,200
22-A105 *	USDI, National Park Service	Survey of the Insects of Guadalupe Mountains National Park & Their Role in Ecosystem	D. Foster	Ento.	5/01/76 2/01/77	9,975
22-A107 **	ICI United States	Biology and Control of Horse Fly Infestations in the Rolling Plains of Texas	D. Sanders	"	4/01/76 3/31/77	9,150
22-A101 *	USDA	Site Planning Guidelines for Maintaining Visual Quality in Second Home Developments in or Adjacent to Wildland Areas	J. Mertes	PA	4/01/76 6/30/77	7,000
22-A002 **	CIBA-GEIGY Corp	Correlation of Physical & Chemical Properties with Optimum Herbicide Application Rates	B. Allen	P&SS	1/01/76 8/31/76	1,250
22-A10 **	Pioneer Hibred Gulf Oil Chemical Dekalb Agresearch	Sorghum Genotype Response to Available Soil Moisture	D. Krieg	""""	5/01/76 4/31/77	7,050
22-A100 *	USDA	Induced Water Quality Changes in Lakes, Resulting from Fertilizer, Herbicide & Insecticide Use on Crop and Rangeland	J. Garcia	R&WL	6/01/76 7/31/77	12,000
22-C123 **	SPAG	Archaeological Survey of SPAG Region	R. Campbell	Anthro.	5/16/76 10/31/76	8,589

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C074 **	Cotton Inc.	Anatomical Analysis of Cotton Wastes	P. Morey	Biol. Sci.	5/01/76 2/28/77	\$15,000
22-C026 **	Cotton Inc.	The Initiation and Development of the Cotton Fiber	J. Berlin	" "	1/01/76 2/28/77	25,000
22-C094 *	PHS	Interactions Between DNA & Skin-Sen- sitzizing Coumarins	P.S. Song	Chemistry	6/01/76 5/31/77	16,379
22-C121 *	NSF	New Nitrogen Leaving Groups for Beta- Elimination Reactions	R. Bartsch	"	6/01/76 11/30/78	40,000
22-C122 **	R. A. Welch Foundation	Mechanisms of Reactions of Organic Sulfur Compounds	J. Kice	"	6/01/76 5/31/77	24,000
22-C120 *	PHS	Configuration Analysis of the Electronic Excitation in Biomolecules	P.S. Song	"	5/01/76 4/30/77	23,620
22-C124	TWDB	Satellite Study of Clouds and Cloud Systems in the High Plains.....	G. Jurica	Geo.	5/17/76 8/31/77	40,948
22-C125 *	NSF	Holmgren's Theorem on CR-Manifolds	L. Hunt M. Strauss	Math	6/01/76 11/30/78	26,300
22-C098 *	PHS	Age & Laterality Effects in Informat- ion Processing	J. Elias	Psychology	6/01/76 5/31/77	14,929
22-C608	Coordinating Board	Texas Statewide Corrections Intern Program	J. Matthews	Sociology	5/15/76 8/31/76	1,430

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C081 **	R. A. Welch Foundation	Synthetic Routes to Sesquiterpenes	J. Marx	Chemistry	6/01/76 5/31/77	\$15,000
22-C084 **	" " " "	Stereochemistry and Coordination Chemistry of Group Va Compounds	J. Mills	"	" " "	15,000
22-C082 **	" " " "	A Theoretical Study of the Chemistry of the Upper Atmosphere	T. O'Brien	"	" " "	16,000
22-C085 **	" " " "	Aromatic Rearrangements: Studies of Radical and Cation Radical Intermediates	H. Shine	"	" " "	24,000
22-C072 **	" " " "	Spectroscopy and Photobiology of Biological Molecules	P. Soon-Song	"	" " "	18,000
22-C088 **	" " " "	Solid State Studies	R. Wilde	"	" " "	17,000
22-C089 **	" " " "	The Effects of Valency on the Elastic & Superconducting Properties of Metals and Alloys	B. Marshall	Physics	" " "	17,250
22-C087 **	" " " "	The Behavior of Lightly Doped Semi- conductors at Low Temperatures	H. Thomas	Physics	" " "	15,000
22-C076 *	NSF	Chemistry of Aromatic, Heteroaromatic & Metalloporphyrin Cation Radicals	H. Shine	Chemistry	4/15/76 9/30/77	26,800

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E037 *	NSF	Theoretical & Experimental Investigations of RF Plasma Heating	M. Kristiansen M. Hagler	EE	6/01/76 10/31/77	\$35,000
22-E555 **	University of Houston	5 MW Test Facility Workshop Symposium	P. Vann	Ci. Eng.	6/01/76 6/30/76	4,323
22-E554 **	South Plains Chapter of IEEE	IEEE "International Pulsed Power Conference"	T. Burkes	EE	5/01/76 4/30/77	2,250
22-T525 **	Univ. of New Mexico	Development of Mini-Center for Bilingual Bicultural Education	L. Ainsworth	Ed.	3/01/76 6/30/76	9,714
22-D514 **	Corp. for Public Broadcasting	Community Service Grant - 1976	J. Henson	Ed. TV	7/01/76 6/30/77	79,073
22-A109 :	NPS	Population Status & Seasonal Distribution of Elk in the Guadalupe National Park	C. Simpson	R&WL	6/01/76 1/15/77	13,262
2-Z541	HEW	Research & Training Center in Mental Retardation	G. Bensberg	R&TC	6/01/76 5/31/77	235,000
2-A112	U.S. Forest Service	Research Program Planning Southern Great Plains Unit/US Forest Service	J. Mertes	PA	6/01/76 8/31/76	2,150
2-E084	Texas Historical Comm.	Texas Historic Engineering Site Inventory, Phase II	W. Griggs	Civil Eng.	4/01/76 3/01/77	15,000
2-E556	NSF	Symposium on Tornadoes: Assessment of Knowledge & Implications for Man	K. Mehta	" "	5/15/76 10/31/76	14,000



Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E092 *	Office Naval Research	Fault Analysis for Electronic Systems	R. Saeks S. Liberty	E.E.	1/01/76 12/31/76	\$25,000
22-E036 *	NASA	The Development of a Miniturized Seven Data Channel Plus Voice Telemetry	W. Portnoy	"	4/01/76 3/31/77	29,940
12-530C- 200022	12-530C200002	A Study of Perceived Corporate Behavior Priorities and Task Environment Influence	J. Hoover	B.A.	6/01/76 8/31/76	2,260
12-C566- 200000	12-C702200000	History of Engineering Site Inventory	W. Griggs	Ci. Eng.	9/01/75 8/31/76	1,350
22-A103 *	USDA	Projected Returns to Groundwater Resources, Southern High Plains of Texas, 1976-2025	K. Young	Ag. Eco.	5/05/76 3/30/77	2,000
22-A537	TEA	General Agricultural Mechanics Special Course for Vocational Ag. Teachers in Pre-Employment Laboratory Training	U.Eggenberger	Ag. Ed.	5/01/76 6/30/76	12,011
22-A538	TEA	Special Workshop in Feedlot Management for Vocational Ag. Teachers in High Schools Conducting Pre-Employment Labora- tory Programs in Feedlot Employment Training	T.L. Leach	Ag. Ed.	5/01/76 6/30/76	11,461
22-A102 **	Floyce Masterson	F Cross Beef Cattle Research	R. Long	Ani. Sci.	6/01/76 8/31/76	5,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E089 *	ONR	Statistical Performance Analysis for Adaptive Control & Estimating Systems	S. Liberty	EE	3/01/76 2/28/77	\$25,000
22-C127 *	NSF	Nonparametric Rules of Classification Based on Ranks	K. Chanda	Math	6/01/76 11/30/77	9,000
22-Z542 *	HEW	Extending Rehabilitation Services to the Multiply Handicapped	G. Bensberg	R&TC	6/30/76 6/29/77	61,586
22-E117	GEAC	An Assessment of On-Site Utilization of Solar Energy for Irrigation Operations...	J. Strickland	Mech. Eng.	5/26/76 8/31/76	9,196
22-A113	GEAC	A Preliminary Assessment of the Impact of Rising Natural Gas Prices on West Tx.....	K. Young	Ag. Eco.	5/26/76 11/30/76	20,000
22-E021 *	NOAA	Engineering Evaluations of Tornado Events	J. Minor	Civil Eng.	4/27/76 8/31/76	6,620
12-C509	12-C702-200000	Changing Mating Boundaries Among the Papago Indians	N. Lamb	Anthro.	6/01/76 9/30/76	444
22-E088 *	NSF	Technology Assessment: Human Rehabilitation Techniques	R. Dudek R. Burns	Ind. Eng.	6/01/76 4/30/77	9,000
22-C037 *	NSF	The Geology of Marie Byrd & Ellsworth Lands, Antarctica	A. Wade	Museum	6/01/76 11/30/77	23,700
22-C595 *	OE	A Program to Prepare Personnel to Serve Preschool & School Age Children.....	Wm Ickes	Speech & Hearing	6/01/76 5/31/77	70,000
22-T522 *	OE	Preparation of Professional Personnel in the Education of Handicapped Children	M. Manley	Ed.	" " "	40,000

For Information Only

TEXAS TECH UNIVERSITY

OFFICE OF STATISTICS AND REPORTS

8.

UNDERGRADUATE ENROLLMENT  
FIRST SUMMER SESSION, 1976

COLLEGE	FRESHMEN			SOPHOMORES			JUNIORS			SENIORS			TOTAL UNDERGRADUATE		
	M	W	B	M	W	B	M	W	B	M	W	B	M	W	B
Ag Sci	35	9	44	44	14	58	107	24	131	168	27	195	354	74	428
A & S	161	221	382	185	191	376	254	264	518	433	397	830	1033	1073	2106
Bus Adm	93	77	170	144	84	228	269	102	371	374	107	481	880	370	1250
Engr	70	5	75	115	12	127	152	13	165	329	12	341	666	42	708
Home Eco	5	71	76	5	77	82	5	120	125	3	141	144	18	409	427
Edu	18	81	99	16	89	105	24	195	219	46	309	355	104	674	778
TOTALS	382	464	846	509	467	976	811	718	1529	1353	993	2346	3055	2642	5697

For Information Only

TEXAS TECH UNIVERSITY

OFFICE OF STATISTICS AND REPORTS

8.

GRADUATE ENROLLMENT  
FIRST SUMMER SESSION, 1976

COLLEGE	MASTERS			DOCTORS			GRADUATE TOTALS			LAW			UNIVERSITY TOTALS		
	M	W	B	M	W	B	M	W	B	M	W	B	M	W	B
Ag Sci	85	10	95	12	0	12	97	10	107	0	0	0	451	84	535
A & S	262	258	520	196	72	268	458	330	788	0	0	0	1491	1403	2894
Bus Adm	75	17	92	24	4	28	99	21	120	0	0	0	979	391	1370
Engr	96	4	100	37	1	38	133	5	138	0	0	0	799	47	846
Home Eco	5	60	65	2	12	14	7	72	79	0	0	0	25	481	506
Edu	140	381	521	113	93	206	253	474	727	0	0	0	357	1148	1505
Law	0	0	0	0	0	0	0	0	0	127	17	144	127	17	144
TOTALS	663	730	1393	384	182	566	1047	912	1959	127	17	144	4229	3571	7800

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Approval of Administrative Actions

Personnel Matters

Commissioning of Peace Officers

9. 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>
Thomas Van Dyke Head	June 11, 1976
Porter Knox Johnston	May 16, 1976
Edwin Kendrick Marley	May 25, 1976
Juan (NMI) Rocha	May 3, 1976
Miguel Torres	April 21, 1976

Intercollegiate Athletics - Athletic Salaries

9. b. Ratify the following increases in salaries for Athletic personnel as recommended by the Athletic Council in their meeting of May 14, 1976.

	Current <u>1975-76</u>	<u>1976-77</u>
Gerald Oglesby	\$16,891	\$17,500
Kal Segrist (9 months, part-time)	5,383	5,883
George Philbrick (9 months, part-time)	2,523	3,025
James McNally (9 months, part-time)	5,922	6,422
Danny Mason (9 months, part-time)	3,501	4,001
Ralph Carpenter	16,500	17,500
Polk Robison	27,588	28,588
John Conley	22,304	23,304

<u>New Position</u>	<u>Person to Fill</u>
Recruiting Coordinator All Sports	Mike Pope
Director of Off Season Programs and Athletic dining Hall Manager	Romeo Crennel
Part-time Football Coach/ Recruiter	Tommy Limbaugh (Salary changed from \$11,200 to \$3,400)

Intercollegiate Athletics - Salary Adjustment

9. c. Approve the following merit salary increase to be effective September 1, 1976, as recommended by the Athletic Council.

	<u>1975-76</u>	<u>1976-77</u>
J. T. King, Athletic Director	\$30,588.00	\$31,588.00

Contracts

Aircraft Lease - Avtech Aviation, Inc.

10. a. Ratify the following Reimbursement Agreement and Aircraft Lease with Texas Tech University Foundation. Execution of these documents was authorized in the Board meetings of May 6, 1976, Item M226, and June 5, 1976, Item M241.

STATE OF TEXAS       X  
                          X  
COUNTY OF LUBBOCK   X

REIMBURSEMENT AGREEMENT

This agreement made and entered into on this 5th day of June, 1976 by and between Texas Tech University, Texas Tech University School of Medicine, hereinafter called "Universities," and the Texas Tech University Foundation, a nonprofit corporation, hereinafter called "Foundation."

For and in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Universities hereby agree to reimburse the Foundation for any and all expenditures of any kind and nature in connection with or occasioned by the lease of an aircraft for the use and benefit of the Texas Tech University Complex, by the Foundation with Avtech Aviation Inc., a Texas corporation, a copy of which is attached hereto as Exhibit "A".

Signed and executed this 5th day of June, 1976.

TEXAS TECH UNIVERSITY and  
TEXAS TECH UNIVERSITY SCHOOL OF MEDICINE

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

By /s/ Clint Formby  
Clint Formby, Chairman  
Board of Regents

TEXAS TECH UNIVERSITY FOUNDATION

ATTEST:

/s/ Edward R. Smith  
Edward R. Smith, Secretary

By /s/ Willard Paine  
Willard Paine, Chairman

THE STATE OF TEXAS       §  
COUNTY OF LUBBOCK       §

AIRCRAFT LEASE

This Aircraft Lease, made this 7th day of June, 1976, by and between Avtech Aviation, Inc., hereinafter referred to as Lessor, and the Texas Tech University Foundation, hereinafter referred to as Lessee,



W I T N E S S E T H :

1. Lessor does hereby lease unto Lessee, one (1) Cessna 414 aircraft, Serial No. 414-0380, FAA Registration No. N1600T, for its use as hereinafter stated, for a term of twenty-four (24) months, commencing June 15, 1976, and ending June 14, 1978.

Said aircraft is leased together with all equipment and accessories attached thereto or used in connection therewith, including the items listed on Exhibit A, attached hereto and made a part hereof by reference.

2. In consideration of the covenants and agreements herein contained, Lessee shall pay to Lessor for the use of the aircraft hereby leased, the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) per hour of actual flying time, as reflected in the FAA Aircraft Log, payable at 1708 Avenue G, Lubbock, Texas.

In this regard, Lessee agrees and guarantees that such aircraft shall be used by Lessee a minimum of 250 actual flying hours each year of this Aircraft Lease for a minimum cumulative total of 500 actual flying hours during the two year term of this lease.

Lessor shall bill Lessee at the end of each calendar month in an amount equal to the number of hours of actual flying time used by Lessee during such calendar month, as shown in the FAA Aircraft Log, multiplied by \$250.00 per hour. Such amount so billed shall be payable on or before the tenth day of the month following the month covered by such bill.

In the event that Lessee does not use such aircraft for a minimum of 250 actual flying hours during the first year covered by this Lease, then the last monthly bill sent by Lessor to Lessee for such first year shall include an additional charge or amount equal to the minimum guaranteed hours for such first year less the actual flying hours used by Lessee during such period multiplied by \$250.00 per hour. Any such additional charge shall be carried forward and credited by the Lessor for the account of Lessee against the minimum cumulative total of 500 actual flying hours during the full two year term of this lease.

In the event that Lessee uses such aircraft in excess of the guaranteed minimum of 250 actual flying hours during the first year covered by this lease, then such excess of actual flying hours used by Lessee during the first twelve months of this lease over the 250 guaranteed minimum hours shall be carried forward and applied by Lessor against the minimum cumulative total of 500 actual flying hours during the two year term of this lease.

In the event that Lessee does not use such aircraft for a minimum cumulative total of 500 actual flying hours during the two year term of this lease, then the last monthly bill sent by Lessor to Lessee under this lease shall include an additional charge or amount equal to the minimum cumulative total of 500 hours guaranteed by Lessee under the terms of this lease less the actual flying hours used by Lessee during the full term of this lease multiplied by \$250.00 per hour. No credit for prepaid flying hours shall be credited to Lessee for such final charge.

3. Lessor shall, at its own cost and expense, repair and maintain the leased aircraft so as to keep same in safe operating condition and shall perform all maintenance required by any federal or state regulatory agency, ordinary wear and use and ordinary deterioration excepted. In this regard, the leased aircraft shall be maintained in accordance with Federal Air Regulations, Part 43 (Maintenance, Preventive Maintenance, Rebuilding and Alteration); FAA Advisory Circulars 43-13 (Acceptable Methods, Techniques, and Practices), 43-13-1 (Aircraft Inspection and Repair); 43-13-2 (Aircraft Alterations); and Cessna Service Instructions contained in the Cessna Service Manual for the Model 414.

4. In consideration for the payments set forth in Paragraph 2 above, Lessor, at its own cost and expense, shall provide a pilot in command for such aircraft and shall pay all direct or indirect operating costs relating to the leased aircraft together with all taxes, assessments and charges on said aircraft or its use imposed by federal, state, municipal or other public or airport authority.

All pilots assigned or used as pilot in command shall have or possess the following:

(a) at least an Airline Transport Certificate (ATP) with the appropriate ratings for the type of flight duties to which he may be assigned;

(b) at least a First Class Medical Certificate which has been issued within the preceding twelve (12) calendar months. No pilot will be assigned to any flight duties during a period of a known physical deficiency that would render him unable to pass the examination for the above certificate;

(c) at least three thousand (3000) hours total flight time, five hundred (500) hours multi-engine time, and one hundred (100) hours in Cessna 400 Series Aircraft.

5. Lessee will attempt, in good faith, to give Lessor a minimum of twelve (12) hours advance notice of any proposed flight. However, it is understood and agreed that such notice may be impossible to give from time to time and Lessor will in good faith attempt to furnish Lessee a comparable or better aircraft for such flight.

6. During the time that Lessee is not using the above described aircraft, Lessor shall have the right to use the leased aircraft for any purpose which Lessor shall determine to be appropriate, without charge or reimbursement to Lessee. However, notwithstanding the above, in the event the leased aircraft is unavailable for use by Lessee, for any reason, Lessor will in good faith attempt to supply a comparable or better aircraft to Lessee at a rate of \$250.00 per hour of actual flying time as reflected in the FAA Aircraft Log. The choice or selection of the "comparable or better aircraft" shall be made by Lessor.

Lessor agrees to indemnify Lessee from all loss, damages (including court costs and attorneys' fees), liabilities and/or judgments arising out of or resulting from Lessor's use of the leased aircraft under the provisions of this Paragraph 6.

7. Lessor, at its own expense, will obtain insurance during the term of this lease with such company or companies acceptable to Lessor, according to applicable standard forms of policy, with the Lessor and Lessee as named insureds, as their interest may appear, (1) against loss or damage to the aircraft in the amount of \$160,000.00, and (2) single limit general liability policy in the amount of \$1,000,000.00 per occurrence.

Lessor shall furnish or cause to be furnished to Lessee a certificate of insurance reflecting both Lessor and Lessee as named insureds.

Lessee, at its option, may obtain additional liability insurance.

8. Lessor shall comply with all applicable FAA leasing requirements and regulations.

9. All scheduling of the aircraft shall be done by the Office of the President of Texas Tech University.

In this regard, both Lessor and Lessee, from time to time, shall designate individuals and telephone numbers, including after-hours numbers for contacts concerning scheduling.

10. Lessee and Lessor hereby specifically agree that the pilot shall be in complete command during preparation for flight and during flight. The decision of the pilot on all matters concerning flight, weather, duties aboard the aircraft and any and all other matters connected with the leased aircraft shall be final.

11. Lessee hereby grants Lessor permission to assign this Aircraft Lease to a financial institution to additionally secure the purchase money financing of the leased aircraft.

However, such assignment shall not relieve Lessor from any of its duties and obligations owing to Lessee hereunder. Further, it is specifically understood and agreed that any obligation of Lessee to pay any amounts owing under this lease agreement to any assignee shall be subject to all defenses, offsets, claims, causes of action or counterclaims which Lessee might have against Lessor.

12. All notices, requests and communications hereunder shall be to the parties as specified below:

- (a) Texas Tech University Foundation  
P. O. Box 4650  
Texas Tech University  
Lubbock, TX 79409

Attention: C. E. Kelsey

- (b) Avtech Aviation, Inc.  
P. O. Box 1650  
Lubbock, TX 79408

Attention: Clarence R. Vierling

Either party may, by written notice hereunder to the other party, change the person and/or address to which notices shall thereafter be sent to it.

13. Lessor and Lessee shall furnish to each other all documents and resolutions reasonably required by their respective counsel to assure valid authority to enter into this agreement.

14. This Aircraft Lease constitutes the entire agreement between the parties. In the event any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement.

AVTECH AVIATION, INC.

TEXAS TECH UNIVERSITY FOUNDATION

By: /s/ Clarence R. Vierling  
Lessor

By: /s/ Willard Paine  
Lessee

EXHIBIT A

1. 381 VES WHT/OLIVE/VELVET BLACK
2. SEAT BOLSTERS AND RISER LE-BLK BLACK LEATHER
3. SEAT INSERTS AND SIDE PANELS EM-GRN GREEN  
EMBASSY FABRIC
4. SEAT BELTS SB-BLK BLACK
5. CARPET CR-BLK BLACK
6. SEATING ARRANGEMENT OPTION 1 SEATS 1 AND 2 FACING FORWARD  
SEATS 3 4 5 6 CLUB SEATING
7. SEATS-LEATHER & FABRIC-EXCH-7 SEATS
8. 400 SERIES AVIONIC SYSTEM CONSISTING OF NAV/COM 360 CH W/VOR/ILS  
NAV/COM 360 CH W/VOR/LOC GLIDESLOPE RECEIVER ADF DIGITAL-INCLUDES BFO  
MARKER BEACON RECEIVER 300 ANTENNAS BASIC ELECTRONICS KIT
9. AC-YAW DAMPER
10. AE-400 INTEGRATED FLIGHT CONTROL SYS INCLUDES 400A NAV-O-MATIC ILS COUPLER  
AND VACUUM SLAVED D G EXCH
11. BB-400 TRANSPUNDER
12. CB-800 DME
13. IA-EXCH DUAL NAV/COM FUR DUAL COM & DUAL NAV RECEIVER
14. FLIGHT INSTRUMENTS RH PANEL
15. INDICATOR ECONOMY MIXTURE
16. RECORDER FLIGHT HOUR
17. TECHOMETER SYNCHRONOUS EXCH
18. ALTERNATORS 100 AMP EXCH
19. BRAKES HEAVY DUTY EXCH
20. CAB IN PRESSURE CONTROL SYS VARIABLE
21. DE-ICE SYSTEM PROPELLERS ELECTRIC
22. DE-ICE SYSTEM WING STABILIZER & FIN W LH ICE DETECTION LIGHT
23. FIRE EXTINGUISHER HAND TYPE
24. FUEL SYSTEM AUXILIARY-63 US GALS
25. FUSELAGE ICE PROTECTION PLATES

26. GROUND SERVICE PLUG RECEPTACLE
27. INTER-COM SYSTEM AFT CABIN
28. LIGHT LANDING RETRACT-RIGHT TIP TANK
29. LIGHT TAXI
30. LIGHTS COURTESY-NACELLE AND NOSE BAGGAGE COMPARTMENT
31. LIGHTS STROBE THREE
32. LUCATOR BEACON ECONOMY
33. OXYGEN SYSTEM 11.0 CU FT
34. PROPELLERS UNFEATHERING SYS AUTOMATIC
35. SEAT MANUAL ADJUSTING PILOT EXCH
36. SNEG SPEAKERS EXTERNAL FORWARD WHEEL WELL W/NOSE WHEEL FENDER
37. STATIC DISCHARGERS SET OF 5
38. STATIC SOURCE DUAL HEATED
39. SUN VISOR ALL ANGLE ADJUSTABLE LH&RH
40. WINDOWS INNER PANE TINTED
41. WINDSHIELD ALCOHOL ANTI-ICE PILOT AND COPILOT
42. EXECUTIVE TABLE LH
43. EXECUTIVE TABLE RH
44. WALNUT FLIGHT DECK DIVIDER AND INSTRUMENT CONSOLE W/PRIVACY CURTAIN  
SIGNS-FASTEN SEAT BELT AND OXYGEN
45. REFRESHMENT CENTER
46. TOILET W/WALNUT AFT CABIN DIVIDER
47. GAS 166 GALS OIL 6 1/2 GALS
48. J. B. AIRCONDITIONER

STATE OF TEXAS     X  
                              X  
COUNTY OF LUBBOCK X

PRORATION AGREEMENT

Texas Tech University and Texas Tech University School of Medicine, hereby agree by and between themselves to share such reimbursements on the basis of a prorata use of the aircraft by their respective personnel or for their respective use and benefit, as the case may be.

TEXAS TECH UNIVERSITY and  
TEXAS TECH UNIVERSITY SCHOOL OF MEDICINE

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

By /s/ Clint Formby  
Clint Formby, Chairman  
Board of Regents

H. R. Bundock, Inc. - Addendum to Contract No. 107

10. b. Ratify the following Addendum to Contract No. 107 with H. R. Bundock, Inc., Contractor, for general construction repairs to the Administration Building which are necessary by reason of the fire of May 12, 1976. Execution of this Addendum was authorized in the Board meeting of June 5, 1976, Item M240. The original of this Agreement is recorded in the Minutes of May 16, 1975, Item 9e, Page 36.

ADDENDUM TO CONTRACT NO. 107

THIS AGREEMENT is an Addendum to Contract No. 107 dated April 1, 1975, between Texas Tech University and H. R. Bundock, Inc., Contractor, covering General Construction Work on the Administration Building as follows:

ARTICLE 1

THE WORK

In addition to performing the work called for in Contract No. 107, the Contractor shall furnish all labor, materials and equipment necessary to make general construction repairs to the Administration Building which are necessary by reason of the fire on the night of May 12, 1976, hereinafter called "additional work."

- A. The Contractor shall do all work necessary to complete Contract No. 107 according to the terms, conditions and specifications of said Contract No. 107 at no additional cost to the Owner over and above the original contract price.
- B. The Contractor shall do all additional work necessary to make the general construction repairs to the Administration Building in order to restore same to its condition prior to the fire, and the Contractor shall be paid for this additional work as provided for in Articles 3 and 4 below.
- C. The Architect/Engineer and the Owner will approve the additional work to be performed under this Addendum.

ARTICLE 2

TIME OF COMMENCEMENT AND COMPLETION

The additional work to be done under this Addendum shall begin upon a Notice to Proceed from the Owner and will be completed as soon as possible.



### ARTICLE 3

#### COST OF THE ADDITIONAL WORK AND GUARANTEED MAXIMUM COST

A. The Owner agrees to reimburse the Contractor for the cost of the additional work as defined in Article 6 below. Such reimbursement shall be in addition to the Contractor's Fee stipulated in Article 4 below.

B. The maximum cost to the Owner, including the Cost of the additional work and the Contractor's Fee, is guaranteed not to exceed the sum of SEVENTY-ONE THOUSAND FORTY-THREE AND NO/100 DOLLARS (\$71,043.00); provided, however, such Guaranteed Maximum Cost shall be decreased where scope of the work is reduced at the request of the Owner.

### ARTICLE 4

#### CONTRACTOR'S FEE

In consideration of the performance of the additional work provided for in this Addendum to Contract No. 107, the Owner agrees to pay the Contractor in current funds as compensation for his services as Contractor's Fee equal to fifteen percent (15%) of the cost of the Additional Work subject to the limitation set forth in Article 3 above. The Contractor shall be paid a proportionate amount of this Fee with each progress payment.

### ARTICLE 5

#### CHANGES IN THE ADDITIONAL WORK

A. The Owner may make changes in the additional work in accordance with the General Conditions attached to Contract No. 107 insofar as such is consistent with this Agreement. The Contractor shall be reimbursed for changes in the additional work on the basis of cost of the additional work as defined in Article 6.

B. The Contractor's fee for changes in the additional work shall be as set forth in Paragraph 6 or in the absence of specific provisions therein, shall be adjusted by negotiation on the basis of the Fee established for the original Work.

### ARTICLE 6

#### COSTS TO BE REIMBURSED

A. The term "cost of the additional work" shall mean costs necessarily incurred in the proper performance of the additional work and paid by the Contractor. Such costs shall be at rates not higher than the standard paid in the locality

of the additional work except with prior consent of the Owner, and shall include the items set forth below in this Article 6.

B. Wages paid for labor in the direct employ of the Contractor in the performance of the additional work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Contractor, and including such welfare or other benefits, if any, as may be payable with respect thereto.

C. Salaries of Contractor's employees when stationed at the field office, in whatever capacity employed. Employees engaged, at shops or on the road, in expediting the production or transportation of materials or equipment, shall be considered as stationed at the field office and their salaries paid for that portion of their time spent on this additional work.

D. Cost of contributions, assessments or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the cost of the additional work under subparagraphs 6A and 6B above.

E. The proportion of reasonable transportation, traveling and hotel expenses of the Contractor or of his officers or employees incurred in discharge of duties connected with the additional work.

F. Cost of all materials, supplies and equipment incorporated in the additional work, including costs of transportation thereof.

G. Payments made by the Contractor to Subcontractors for Work performed pursuant to subcontracts under this Agreement.

H. Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are consumed in the performance of the additional work, and cost less salvage value on such items used but not consumed which remain the property of the Contractor.

I. Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the additional work, whether rented from the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area.

J. Cost of premiums for all bonds and insurance which the Contractor is required by the Contract Documents to purchase and maintain.

K. Sales, use or similar taxes related to the additional work and for which the Contractor is liable imposed by any governmental authority.

L. Permit fees, royalties, damages for infringement of patents and costs of defending suits therefor, and deposits lost for causes other than the Contractor's negligence.



M. Losses and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the additional work, provided they have resulted from causes other than the fault or neglect of the Contractor. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses and expenses shall be included in the Cost of the additional work for the purpose of determining the Contractor's Fee. If, however, such loss requires reconstruction and the Contractor is placed in charge thereof, he shall be paid for his services a Fee proportionate to that stated in Article 4 hereof.

N. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the additional work.

O. Cost of removal of all debris.

P. Costs incurred due to an emergency affecting the safety of persons and property.

Q. Other costs incurred in the performance of the additional work if and to the extent approved in advance in writing by the Owner.

#### ARTICLE 7

##### COSTS NOT TO BE REIMBURSED

A. The term "cost of the additional work" shall not include any of the items set forth in this Article 7.

B. Salaries or other compensation of the Contractor's officers, executives, general managers, estimators, auditors, accountants, purchasing and contracting agents and other employees at the Contractor's principal office and branch offices, except employees of the Contractor when engaged at shops or on the road in expediting the production or transportation of materials or equipment for the additional work.

C. Expenses of the Contractor's Principal and Branch Offices other than the Field Office.

D. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the additional work.

E. Overhead or general expenses of any kind, except as may be expressly included in Article 6.

F. Costs due to the negligence of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective additional work, disposal of materials and equipment wrongly supplied, or making good any damage to property.

G. The cost of any item not specifically and expressly included in the items described in Article 6.

H. Costs in excess of the Guaranteed Maximum Cost, if any, as set forth in Article 3-B.

#### ARTICLE 8

##### ACCOUNTING RECORDS

The Contractor shall check all materials, equipment and labor entering into the additional work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three (3) years after the final payment.

#### ARTICLE 9

##### APPLICATIONS FOR PAYMENT

The Contractor shall, at least ten (10) days before each progress payment falls due, deliver to the Architect a statement, sworn to if required, showing in complete detail all moneys paid out or costs incurred by him on account of the Cost of the Additional Work during the previous month for which he is to be reimbursed under Article 3 above and the amount of the Contractor's Fee due as provided in Article 4 above, together with payrolls for all labor and all receipted bills for which payment has been received.

#### ARTICLE 10

##### PAYMENTS TO THE CONTRACTOR

A. The Architect will review the Contractor's statement of moneys due as provided in Article 9 above and will promptly issue a Certificate for Payment to the Owner for such amount as he approves, which Certificate shall be payable on or about the 10 days following receipt of Contractor's statement.

B. Final payment, constituting the unpaid balance of the cost of the additional work and of the Contractor's Fee, subject to the limitation set forth in Article 3-B above, shall be paid by the Owner to the Contractor when the additional work has been completed, the Addendum to Contract has been fully performed, and a final Certificate for Payment has been issued by the Architect. Final payment shall be due 30 days after the date of issuance of the final Certificate for Payment.

ARTICLE 11

Each of the parties hereto agree that the execution of this Addendum to Contract No. 107 shall be without prejudice to any such party's respective rights, claims or defenses as to the other on account of the aforesaid Contract No. 107 or as to any matter incident thereto, and shall be without prejudice to the respective rights, claims or defenses which either of the parties has involved in any claim arising out of the fire in the Administration Building of Texas Tech University on the night of May 12, 1976, whether known or unknown at this time, or which may arise on or before May 12, 1978, and are incident or related thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract No. 107, in triplicate, each of which shall be considered an original by their duly appointed officers, this 10th day of June, 1976.

ATTEST:

/s/ Lucille Farrell  
Secretary

CONTRACTOR  
H. R. BUNDOCK, INC.

By /s/ H. R. Bundock  
President

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

/s/ Clint Formby  
Clint Formby, Chairman

\* \* \* \* \*

Rountree Mechanical Contractors, Inc. - Addendum to Contract No. 108

10. c. Ratify the following Addendum to Contract No. 108 with Rountree Mechanical Contractors, Inc. to make plumbing, mechanical and electrical repairs to the Administration Building which are necessary by reason of the fire of May 12, 1976. Execution of this Addendum was authorized in the Board meeting of June 5, 1976, Item M240. The original of this Agreement is recorded in the Minutes of May 16, 1975, Item 9f, Page 39.

ADDENDUM TO CONTRACT NO. 108

THIS AGREEMENT is an Addendum to Contract No. 108 dated April 1, 1975, between Texas Tech University and Rountree Mechanical Contractors, Inc., covering Plumbing, Mechanical and Electrical Work on the Administration Building as follows:

ARTICLE 1

THE WORK

In addition to performing the work called for in Contract No. 108, the Contractor shall furnish all labor, materials and equipment necessary to make plumbing, mechanical and electrical repairs to the Administration Building which are necessary by reason of the fire on the night of May 12, 1976, hereinafter called "additional work."

- A. The Contractor shall do all work necessary to complete Contract No. 108 according to the terms, conditions and specifications of said Contract No. 108 at no additional cost to the Owner over and above the original contract price.
- B. The Contractor shall do all additional work necessary to make the plumbing, mechanical and electrical repairs to the Administration Building in order to restore same to its condition prior to the fire, and the Contractor shall be paid for this additional work as provided for in Articles 3 and 4 below.
- C. The Architect/Engineer and the Owner will approve the additional work to be performed under this Addendum.

ARTICLE 2

TIME OF COMMENCEMENT AND COMPLETION

The additional work to be done under this Addendum shall begin upon a Notice to Proceed from the Owner and will be completed as soon as possible.

### ARTICLE 3

#### COST OF THE ADDITIONAL WORK AND GUARANTEED MAXIMUM COST

A. The Owner agrees to reimburse the Contractor for the cost of the additional work as defined in Article 6 below. Such reimbursement shall be in addition to the Contractor's Fee stipulated in Article 4 below.

B. The maximum cost to the Owner, including the Cost of the Additional work and the Contractor's Fee, is guaranteed not to exceed the sum of THIRTY THOUSAND SIX HUNDRED FORTY-NINE AND NO/100 DOLLARS (\$30,649.00); provided, however, such Guaranteed Maximum Cost shall be decreased where scope of the work is reduced at the request of the Owner.

### ARTICLE 4

#### CONTRACTOR'S FEE

In consideration of the performance of the additional work provided for in this Addendum to Contract No. 108, the Owner agrees to pay the Contractor in current funds as compensation for his services a Contractor's Fee equal to fifteen per cent (15%) of the cost of the Additional Work subject to the limitation set forth in Article 3 above. The Contractor shall be paid a proportionate amount of his Fee with each progress payment.

### ARTICLE 5

#### CHANGES IN THE ADDITIONAL WORK

A. The Owner may make changes in the additional work in accordance with the General Conditions attached to Contract No. 108 insofar as such is consistent with this Agreement. The Contractor shall be reimbursed for changes in the additional work on the basis of cost of the additional work as defined in Article 6.

B. The Contractor's fee for changes in the additional work shall be as set forth in Paragraph 6 or in the absence of specific provisions therein, shall be adjusted by negotiation on the basis of the Fee established for the original Work.

### ARTICLE 6

#### COSTS TO BE REIMBURSED

A. The term "cost of the additional work" shall mean costs necessarily incurred in the proper performance of the additional work and paid by the Contractor. Such costs shall be at rates not higher than the standard paid in the locality of the additional work except with prior consent of the Owner, and shall include the items set forth below in this Article 6.

- B. Wages paid for labor in the direct employ of the Contractor in the performance of the additional work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Contractor, and including such welfare or other benefits, if any, as may be payable with respect thereto.
- C. Salaries of Contractor's employees when stationed at the field office, in whatever capacity employed. Employees engaged, at shops or on the road, in expediting the production or transportation of materials or equipment, shall be considered as stationed at the field office and their salaries paid for that portion of their time spent on this additional work.
- D. Cost of contributions, assessments or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the cost of the additional work under subparagraphs 6A and 6B above.
- E. The proportion of reasonable transportation, traveling and hotel expenses of the Contractor or of his officers or employees incurred in discharge of duties connected with the additional work.
- F. Cost of all materials, supplies and equipment incorporated in the additional work, including costs of transportation thereof.
- G. Payments made by the Contractor to Subcontractors for Work performed pursuant to subcontracts under this Agreement.
- H. Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are consumed in the performance of the additional work, and cost less salvage value on such items used but not consumed which remain the property of the Contractor.
- I. Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the additional work, whether rented from the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area.
- J. Cost of premiums for all bonds and insurance which the Contractor is required by the Contract Documents to purchase and maintain.
- K. Sales, use or similar taxes related to the additional work and for which the Contractor is liable imposed by any governmental authority.
- L. Permit fees, royalties, damages for infringement of patents and costs of defending suits therefor, and deposits lost for causes other than the Contractor's negligence.



M. Losses and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the additional work, provided they have resulted from causes other than the fault or neglect of the Contractor. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses and expenses shall be included in the Cost of the additional work for the purpose of determining the Contractor's Fee. If, however, such loss requires reconstruction and the Contractor is placed in charge thereof, he shall be paid for his services a Fee proportionate to that stated in Article 4 hereof.

N. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the additional work.

O. Cost of removal of all debris.

P. Costs incurred due to an emergency affecting the safety of persons and property.

Q. Other costs incurred in the performance of the additional work if and to the extent approved in advance in writing by the Owner.

#### ARTICLE 7

##### COSTS NOT TO BE REIMBURSED

A. The term "cost of the additional work" shall not include any of the items set forth in this Article 7.

B. Salaries or other compensation of the Contractor's officers, executives, general managers, estimators, auditors, accountants, purchasing and contracting agents and other employees at the Contractor's principal office and branch offices, except employees of the Contractor when engaged at shops or on the road in expediting the production or transportation of materials or equipment for the additional work.

C. Expenses of the Contractor's Principal and Branch Offices other than the Field Office.

D. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the additional work.

E. Overhead or general expenses of any kind, except as may be expressly included in Article 6.

F. Costs due to the negligence of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective additional work, disposal of materials and equipment wrongly supplied, or making good any damage to property.

G. The cost of any item not specifically and expressly included in the items described in Article 6.

H. Costs in excess of the Guaranteed Maximum Cost, if any, as set forth in Article 3-B.

#### ARTICLE 8

##### ACCOUNTING RECORDS

The Contractor shall check all materials, equipment and labor entering into the additional work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three (3) years after the final payment.

#### ARTICLE 9

##### APPLICATIONS FOR PAYMENT

The Contractor shall, at least ten (10) days before each progress payment falls due, deliver to the Architect a statement, sworn to if required, showing in complete detail all moneys paid out or costs incurred by him on account of the Cost of the Additional Work during the previous month for which he is to be reimbursed under Article 3 above and the amount of the Contractor's Fee due as provided in Article 4 above, together with payrolls for all labor and all receipted bills for which payment has been received.

#### ARTICLE 10

##### PAYMENTS TO THE CONTRACTOR

A. The Architect will review the Contractor's statement of moneys due as provided in Article 9 above and will promptly issue a Certificate for Payment to the Owner for such amount as he approves, which Certificate shall be payable on or about the 10 days following receipt of Contractor's statement.

B. Final payment, constituting the unpaid balance of the cost of the additional work and of the Contractor's fee, subject to the limitation set forth in Article 3-B above, shall be paid by the Owner to the Contractor when the additional work has been completed, the Addendum to Contract has been fully performed, and a final Certificate for Payment has been issued by the Architect. Final payment shall be due 30 days after the date of issuance of the Final Certificate for Payment.



ARTICLE 11

Each of the parties hereto agree that the execution of this Addendum to Contract No. 108 shall be without prejudice to any such party's respective rights, claims or defenses as to the other on account of the aforesaid Contract No. 108 or as to any matter incident thereto, and shall be without prejudice to the respective rights, claims or defenses which either of the parties has involved in any claim arising out of the fire in the Administration Building of Texas Tech University on the night of May 12, 1976, whether known or unknown at this time, or which may arise on or before May 12, 1978, and are incident or related thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract No. 108, in triplicate, each of which shall be considered an original by their duly appointed officers, this 10th day of June, 1976.

ATTEST:

/s/ Bruce M. Riley  
Secretary

CONTRACTOR  
ROUNTREE MECHANICAL CONTRACTORS, INC.

By /s/ T. H. Chamberlain  
President

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

/s/ Clint Formby  
Clint Formby, Chairman

\* \* \* \* \*

Anthony Mechanical, Inc. - Renovation of Utility Tunnels

10. d. Ratify the following contract with Anthony Mechanical, Inc. in the amount of \$228,300.00, for the renovation of existing utility tunnels servicing Gaston/Thompson Halls and the Textile Research Center areas. Execution of this contract was authorized in the Board meeting of April 1, 1976, Item M174.

Contract No. 160

AGREEMENT

made this 27th of May in the year Nineteen Hundred and Seventy Six.

BETWEEN

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

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the renovation of existing utility tunnels servicing Gaston/Thompson Halls and Textile Research Center areas.

ARTICLE 3

Engineer

Fanning, Fanning and Agnew, 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 completed in 110 consecutive calendar days thereafter.

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

ARTICLE 5

CONTRACT SUM

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

TWO HUNDRED TWENTY-EIGHT THOUSAND AND THREE HUNDRED DOLLARS (\$228,300.00). Sum of which includes the Base Bid of \$223,000, less Alternate #1 (\$19,000), less Alternate #2 (\$6,600), plus Alternate #3 (\$38,400), less negotiated sum of \$7,500.

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the Contractor, recommended by the Engineer, 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 Engineer.

#### 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	3
Proposal	3
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Wage Scale	3
Uniform General Conditions	17
Supplementary General Conditions	19
Specifications, Divisions 1, 2, 3, 15 and 16	
Drawings: Dated April 2, 1976.	
Sheets 1 through 5	
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 \$160,000 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/ Clint Formby  
Clint Formby, Chairman

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

CONTRACTOR

ANTHONY MECHANICAL, INC.

By /s/ W. R. Anthony - President

ATTEST:

By /s/ Arthur E. Cronk - Secretary

\* \* \* \* \*

Hammock Brothers Construction Co. - Knapp Hall Remodeling

10. e. Ratify the following Agreement with Hammock Brothers Construction Company in the amount of \$434,100.00 for the remodeling of Knapp Hall Dormitory. Execution of this contract was authorized in the Board meeting of February 5, 1976, Item M123.

Contract No. 155

AGREEMENT

made this ninth day of February in the year Nineteen Hundred and Seventy Six.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Clint Formby, Chairman of the Board of Regents, the Owner, and Hammock Brothers 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 Knapp Hall Dormitory Remodeling for Texas Tech University, including base bid and Addendum No. 3 of \$14,900.

ARTICLE 3

ARCHITECT

Tom Mills, Lubbock, Texas

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in accordance with starting dates and completion dates referred to in the Special Conditions.

All Work under this Contract shall be finally completed and ready for acceptance by the Owner on or before October 1, 1976.

The Contractor further agrees to pay, as liquidated damages, the sum of \$140.00 for each consecutive calendar day after dates 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:

Four Hundred Thirty Four Thousand  
One Hundred Dollars (\$434,100)

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	1
Notice to Bidders	1
Information to Bidders	4
Proposal	3
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	2
Wage Scale	1
Uniform General Conditions	17
Supplementary General Conditions	19
Special Conditions	11



Specifications, Sections 1 through 19, SGC, HAC, P, and E  
Drawings: Dated 1-13-76  
Sheets 1 through 6 of 11, ME-1 through 5 ME  
Sheet 1s of 1 (Addendum No. 1) January 21, 1976  
Sheet 1 of 1 (Addendum No. 3) 2-2-76  
Addenda No. 1, 2 & 3

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 \$282,165.00 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  
HAMMOCK BROTHERS CONSTRUCTION COMPANY

/s/ Clint Formby  
Clint Formby, Chairman

By /s/ Benidean Hammock

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

\* \* \* \* \*

- Lubbock Transit Division of American Transit Corporation - Campus Bus Service  
10. f. Ratify the following Agreement with Lubbock Transit Division of American Transit Corporation to furnish campus bus service for the period August 30, 1976 through August 20, 1977.

Contract No. 161

#### AGREEMENT

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1976, by and between LUBBOCK TRANSIT DIVISION OF AMERICAN TRANSIT CORP. (hereinafter referred to as the "Company"), and THE BOARD OF REGENTS OF TEXAS TECH UNIVERSITY at Lubbock, Texas (hereinafter referred to as the "University").

#### W I T N E S S E T H:

WHEREAS, the parties hereto are aware of the traffic and parking problems on the campus of the University as it relates to the expanding campus and the increasing number of students, staff, and faculty of the University; and

WHEREAS, the above-named parties are desirous of relieving some of the traffic congestion and expediting transit between areas in and immediately adjacent to said University campus; and

WHEREAS, this Agreement embodies the intention and resolution of the above-named parties;

NOW, THEREFORE, WITNESSETH THIS AGREEMENT:

#### I.

##### Term

It is agreed and understood by and between the parties hereto that a University bus service utilizing approximately eight (8) buses will be provided by Company during a period beginning with August 30, 1976, and terminating on August 20, 1977, provided, however, that either Company or University may terminate said bus service upon Thirty (30) days written notice delivered to the other by registered mail.

#### II.

##### Bus Operations

With respect to bus operations, Company and University agree that the following conditions shall apply:

- A. Company will furnish buses having a seating capacity (Manufacture rated) of not less than 33 with driver operated front and side doors. It is agreed that certain seats may be removed from said buses to facilitate

the on and off necessary to accommodate the high volume of passenger turnover; except that all buses will provide seats for not less than 26 passengers. The Company will provide the necessary personnel to service the route or routes designated by the University during the period specified in the preceding Paragraph I of this Agreement. The number of buses and the operating periods will be subject to continuous review, and the University will advise Company with regard to its needs and with respect to any changes in the number of buses and/or operating periods; subject to equipment availability, said changes shall be instituted by Company within five (5) days after receipt of written notice from University. Initial service commencing on August 30, 1976, shall be on a schedule provided by the University prior to that date.

- B. In the event that it develops during any portion of the period first specified in Paragraph I hereinabove, that a change in or extension of a route or a new route, is necessary or desirable, Company shall make such change or extensions of a route or routes, or add a new route, upon University's request. The charges to be made by Company therefore shall be upon the basis, and shall be subject to the conditions and limitations, as are set forth in Subparagraph E of this Paragraph hereinbelow. Also in the event it develops during said period that an additional bus or buses are required in order to meet the demand for said bus service during any operating period or periods, Company, if it is able to provide same, at the University's written request, shall provide such additional bus or buses for said service during said operating period or periods upon the same basis, as is set forth hereinabove. University shall have the right to terminate any such changes, extensions, or new routes upon five (5) days' written notice to the Company.
- C. Buses shall stop to receive or discharge the passengers entitled to use, and using, bus service at such points as shall be agreed upon from time to time during said period, between Company and University, and University will identify the points at which stops will be made by said buses. Acceptable markers will be provided by the Company.
- D. Company will exercise due diligence to adhere to the time schedules hereinabove referred to, but minor deviations therefrom due to variations in traffic, weather or load conditions shall not be deemed to be a default hereunder.
- E. Company shall not collect fares from its passengers, but shall charge University for providing said bus service the sum of nine dollars and eighty cents (\$9.80) per hour for each bus used in said service. Company shall submit an invoice at the end of each month showing the amount due for service provided. Contemporaneously therewith, Company will present University with a billing at the close of operations on the last day of each month, such bills to be paid as promptly as possible in the usual course of University business. The Company will provide income and expense statement at the end of contract period. The total of this contract shall not exceed \$113,000.

III.

Supplemental Bus Service

In addition to the scheduled bus service over specified routes as provided for in Paragraph II hereinabove, Company shall furnish such other supplemental service, if equipment is available, for the transportation of special groups as may be designated by University. Such supplemental service shall be furnished by Company at any time during the hours from 7:00 a.m. to 11:30 p.m., upon receipt of three (3) days' written notice from University. Company will charge University for providing said supplemental service the sum of nine dollars and eighty cents (\$9.80) per hour, for a minimum of three hours, for each bus used in said service. Billing periods and reports of operation shall be submitted in accordance with the provisions of Subparagraph E of Paragraph II hereinabove and subject to Paragraph II, Subparagraphs A and B.

IV.

Publicity

University will undertake and conduct a program designed to publicize the existence of said bus service and to acquaint its staff members and students with the availability of the same during the period in which it is provided in accordance with and under this Agreement. The Company will provide appropriate time tables for convenience of students.

V.

Service Provided

A. Company will provide and use at all times buses that are in good and safe mechanical condition, and are also in reasonably clean condition, and will also provide competent and duly licensed drivers by whom said buses shall be driven, and Company will assume full and complete responsibility for the condition of said buses and the qualifications and competence of their drivers, at all times, and University assumes no obligations whatsoever for either of the same.

B. Said bus service to be provided hereunder during said period shall not be open to use, or to be used, by the general public, but the use thereof shall be limited exclusively to University staff members, students, and such persons as may be designated by University as "Authorized Passengers"; provided, however, that nothing herein shall be construed to prohibit the use by the Company of such buses for purposes other than as set forth herein, when such buses are not needed by Company to carry out the terms hereof.

VI.

INDEPENDENT CONTRACTOR RELATIONSHIP

In providing and furnishing said bus service during the term hereof, Company shall act solely in the capacity of and as an independent contractor, and not as agent or employee of University, and University shall have no control over Company's operations in connection with providing said service except as hereinabove provided and University shall have no control or supervision whatever over the drivers of the buses used in said service who shall be employed by Company. Said drivers shall constitute Company's employees only, shall not constitute agents or employees of University, and shall be subject solely to Company's supervision and control.

VII.

Insurance and Risk

A. At all times during which Company shall provide the above mentioned bus service upon the above and foregoing terms and conditions, Company shall carry and keep in force, at Company's expense an insurance policy insuring both Company and University against liability for personal injuries or property damages arising out of the operation of said bus service, and covering each and all of the buses used by Company in that service, to the extent of at least \$100,000.00 for personal injury to any one person, \$300,000.00 for each occurrence, and \$50,000.00 for property damages sustained in any accident or occurrence arising out of the operation of such bus service. In that connection, Company shall furnish University a certificate of Company's insurer showing coverage to be at least in the sums just stated. Said insurance policy shall name and include "The Board of Regents of Texas Tech University" as named insured. Said policy or policies shall, upon request, be subject to the examination and approval of University.

B. Company assumes the risk of, and University shall not be liable for, damage to any and all buses or other Company property used in the bus service operation, regardless of the cause thereof. The University shall be reimbursed by the Company for any damage or injury to University property arising out of or resulting from the said bus service operation, except that no such reimbursement shall be made for (1) damage to pavement by normal operations of buses, or (2) any damage or injury caused by acts or omissions over which Company, its employees, or agents had no control.

VIII.

Maintenance

Company agrees to maintain and operate said bus service and the buses used in providing the same in a safe, efficient and lawful manner and, in so doing, shall fully comply with all applicable statutes, municipal ordinances, and traffic rules and regulations promulgated by the University.

IX.

Miscellaneous

A. It is further agreed that this Agreement is made solely for the benefit of University and Company, that it is not made for the benefit of any third person, whether a staff member or student or University, or otherwise, and that no action or defense may be founded upon this Agreement except by the parties signatory hereto.

B. In no event shall the Company be deemed to be in default of any provision of this Agreement for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, acts of God, or for any other cause or causes wholly beyond the control of the Company. In such eventuality the University shall have the right to procure appropriate transportation service from others during the period. If, for any reason beyond the control of the University, including but not limited to epidemics, student strikes or disorders, or severe weather conditions, the University should deem it necessary or expedient to suspend classes, the University may, upon twelve (12) hours notice to the Company, request the temporary suspension of bus service until the resumption of normal class schedules, in which event the Company will not furnish buses or be paid for services until the resumption of service. The University shall, in such cases, notify the Company twelve (12) hours in advance of the time service is to be resumed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names and behalf by their duly authorized officers and agents and their respective seals to be hereunto affixed, all as of the \_\_\_\_ day of \_\_\_\_\_ A.D. 1976.

THE BOARD OF REGENTS OF  
TEXAS TECH UNIVERSITY

LUBBOCK TRANSIT DIVISION OF  
AMERICAN TRANSIT CORP.

\_\_\_\_\_  
Clint Formby, Chairman

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Freda Pierce, Secretary

\_\_\_\_\_  
Vice President

\* \* \* \* \*



Bowling Contract - Imperial Lanes

10. g. Approve the following Agreement with Imperial Lanes for use of bowling facilities by Texas Tech students for the period August 24, 1976 through August 23, 1977.

Contract No. 149

AGREEMENT

THIS AGREEMENT, made and entered into by and between Imperial Lanes, Lubbock, Texas, hereinafter referred to as the Contractor and Texas Tech University, Lubbock, Texas, hereinafter called the University.

WHEREAS, the Contractor is desirous of making available his bowling facilities for Texas Tech students officially enrolled in bowling classes and the University is desirous of using the facilities for such purposes;

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

1. The Chairman of the Department of Health, Physical Education and Recreation and the Contractor will mutually arrange the class schedule for each semester. There shall be two (2) hour classes with at least one and one-half (1½) hours of bowling time.
2. The Contractor will furnish the following services and equipment:
  - a. Sufficient alleys to handle each class with no more than four (4) students per alley.
  - b. Shoes
  - c. Balls
  - d. Other services and equipment as needed and mutually acceptable.
3. The Contractor will grant makeup privileges to those students who miss their regular class meeting.
4. The Contractor will not permit any loitering near the alleys being made available for the University's use.
5. The University will pay the Contractor \$15.00 per student per semester for each student who attends one class session at the beginning of each semester. The University will not make a refund to any student who drops

or withdraws from a bowling class after the student's first class session and the Contractor will not be requested to make a refund to the University under the same condition. The Contractor will be paid as the Chairman of the department certifies to the enrollment in each class, and in no case later than thirty (30) days from the first class sessions.

6. This contract shall become effective August 24, 1976, and shall expire on August 23, 1977. However, it may be extended from year to year thereafter, upon the agreement of both parties.
7. The University reserves the right to cancel this contract on thirty (30) days written notice if the Vendor fails to comply with any of the foregoing stipulations. The Contractor will return a prorata portion of the \$15.00 fee to the University so it may make an agreement with another contractor for the balance of the semester.
8. This contract is not transferable or assignable except upon written approval of the University.

IN WITNESS WHEREOF, the parties hereto have executed this contract at Lubbock, Texas, in duplicate, each of which shall be considered an original, by their duly appointed officers this the \_\_\_\_\_ day of \_\_\_\_\_ 1976.

ATTEST:

FOR THE VENDOR:  
IMPERIAL LANES

By /s/ Bob Wood

ATTEST:

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

Freda Pierce, Secretary

Clint Formby, Chairman

\* \* \* \* \*



Bowling Contract - Lubbock Bowling Club

10. h. Approve the following Agreement with Lubbock Bowling Club for use of bowling facilities by Texas Tech students for the period August 24, 1976 through August 23, 1977.

TTU Contract No. 150

AGREEMENT

THIS AGREEMENT, made and entered into by and between Lubbock Bowling Club, Inc., Lubbock, Texas, hereinafter referred to as the Contractor and Texas Tech University, Lubbock, Texas, hereinafter called the University.

WHEREAS, the Contractor is desirous of making available his bowling facilities for Texas Tech students officially enrolled in bowling classes and the University is desirous of using the facilities for such purposes:

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

1. The Chairman of the Department of Health, Physical Education and Recreation and the Contractor will mutually arrange the class schedule for each semester. There shall be two (2) hour classes with at least one and one-half (1½) hours of bowling time.
2. The Contractor will furnish the following services and equipment:
  - a. Sufficient alleys to handle each class with no more than four (4) students per alley.
  - b. Shoes
  - c. Balls
  - d. Other services and equipment as needed and mutually acceptable.
3. The Contractor will grant makeup privileges to those students who miss their regular class meeting.
4. The Contractor will not permit any loitering near the alleys being made available for the University's use.
5. The University will pay the Contractor \$15.00 per student per semester for each student who attends one class session at the beginning of each semester. The University will not make a refund to any student who drops or withdraws from a bowling class after the student's first class session and the Contractor will not be requested to make a refund to the University under the same condition. The Contractor will be paid as the Chairman of the department certifies to the enrollment in each class, and in no case later than thirty (30) days from the first class sessions.

6. This contract shall become effective August 24, 1976, and shall expire on August 23, 1977. However, it may be extended from year to year thereafter, upon the agreement of both parties.
7. The University reserves the right to cancel this contract on thirty (30) days written notice if the Vendor fails to comply with any of the foregoing stipulations. The Contractor will return a prorata portion of the \$15.00 fee to the University so it may make an agreement with another contractor for the balance of the semester.
8. This contract is not transferable or assignable except upon written approval of the University.

IN WITNESS WHEREOF, the parties hereto have executed this contract at Lubbock, Texas, in duplicate, each of which shall be considered an original, by their duly appointed officers this the \_\_\_\_ day of \_\_\_\_\_, 1976.

ATTEST:

/s/ Shirley Griggs

ATTEST:

Freda Pierce, Secretary

FOR THE VENDOR  
LUBBOCK BOWLING CLUB

By /s/ Ben Brown

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

Clint Formby, Chairman

\* \* \* \* \*

Feather Printing Company of Lubbock - Printing of University Daily

10. i. Ratify the following Agreement with Feather Printing Company for the printing of the University Daily to commence with the publication of the first issue for the fall, 1976 semester, and continue through the summer of 1978. Execution of this agreement was authorized in the Board meeting of April 1, 1976, Item M167.

Contract No. 151

AGREEMENT

Made this 5th day of April in the year of Nineteen Hundred and Seventy Six.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Clint Formby, Chairman of the Board of Regents, the Owner, and Feather Printing Company of Lubbock, Contractor, Lubbock, Texas.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Publications Proposal (Terms and Conditions, Mechanical Requirements and Quotation), and 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.

ARTICLE 2

THE WORK

The Contractor shall furnish all labor, superintendence, materials, machinery, equipment and tools and shall perform all the preparation, typography and printing of "THE UNIVERSITY DAILY", according to all terms, conditions, specifications and Base Bid prices described in the proposal form prepared by Texas Tech University; all in accordance with the Contract Documents.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence with the publication of the first issue for the Fall, 1976 semester and shall continue until completion of the publications for the Summer of 1978.

ARTICLE 4

CONTRACT SUM

4.1 For the materials and labor necessary for production of the completed issues in accordance with the conditions and requirements set forth in this Contract, the University will pay the Contractor for a minimum of 140 issues annually and a minimum press run of 15,000 copies each issue during the long school terms (Fall and Spring) and a minimum of 5,000 copies if a summer paper is printed. The amount payable to the Contractor will be at the rates as quoted in sections 20 and 21 of the Base Bid of the proposal, copy attached.

4.2 The following features and services not included in the basic quotation shall be paid for as follows:

One Color	\$30.00 - 8 page maximum
Two Colors	\$60.00 - 4 page maximum
Three Colors	\$90.00 - 4 page maximum
Inserting Advertising	\$ 5.00 - per thousand

4.3 All billing should be in exact accordance with the prices quoted in the proposal. For any additional expense or additional work not covered in this proposal, the Contractor will supply a written quotation upon request, and no such work will be done until the Contractor has received written authorization for such work.

4.4 No payment will be made for any charge not listed in the bid.

ARTICLE 5

MISCELLANEOUS PROVISIONS

5.1 Publication schedule will be furnished printer each year by August 1.

5.2 Publication days during long term are Monday through Friday. Summer paper, if published, will be on Friday with University having the option for a second paper on Wednesday.

5.3 Delivery time to Student Publication staff shall be 6:00 a.m.

5.4 Final Deadline Time - Advertising Copy	6 p.m. two days before publication
Ad copy that requires Proof	1 p.m. the day after it is submitted to printer
News	11:30 p.m. the day before publication

There will be no penalty for not meeting specified deadlines. It is recognized that a missed deadline may cause delay in delivery.

- 5.5 Quality of workmanship and delivery must be satisfactory to the Director of Student Publications and the Student Publications Committee.

ARTICLE 6

TERMINATION

It is understood and agreed between the parties that each and every provision and requirement contained herein is of the essence of this contract, and substantial violation of any of such provisions or substantial failure to meet any of such requirements shall entitle the other party to terminate this contract without recourse by the party violating such provisions or failing to meet such requirements, unless said violation or failure is satisfactorily corrected within forty-eight (48) hours after the receipt of written notice of such violation or failure.

This Agreement executed the day and year first written above.

OWNER

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

CONTRACTOR

FEATHER PRINTING COMPANY OF LUBBOCK

By /s/ Clint Formby  
Clint Formby, Chairman

By /s/ Herbert Feather, president

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

# QUOTATION

## 20. Base Price for Printing:

	Long Terms	Summer		Long Terms	Summer
4 Pages	\$ 324.30	\$ 252.50	20 Pages	\$ 1,526.00	\$1,142.50
6 Pages	475.50	359.00	22 Pages	1,648.00	1,367.00
8 Pages	599.00	469.00	24 Pages	1,765.00	1,378.00
10 Pages	755.00	571.00	26 Pages	1,976.50	1,532.00
12 Pages	880.50	678.80	28 Pages	2,116.00	1,651.00
14 Pages	1,083.00	837.00	30 Pages	2,247.00	1,750.00
16 Pages	1,205.00	945.00	32 Pages	2,393.00	1,840.00
18 Pages	1,365.50	1,042.00	34 Pages	2,580.00	1,960.50

## 21. If more or less than 15,000 copies are desired indicate charge per thousand:

4 Pages	\$ 12.05	16 pages	\$ 47.00	26 Pages	\$ 76.00
6 Pages	17.90	18 Pages	53.20	28 Pages	82.50
8 Pages	23.90	20 Pages	59.10	30 Pages	88.00
10 Pages	29.50	22 Pages	65.25	32 Pages	94.00
12 Pages	35.60	24 Pages	71.00	34 Pages	99.50
14 Pages	41.25				

## 22. If color is required indicate charges for:

One color \$ 30.00 - 8 Page maximum .

Two colors \$ 60.00 - 4 Page maximum .

Three colors \$ 90.00 - 4 Page maximum .

## 23. If inserting of advertising material is required indicate charge.

\$ 5.00 per thousand

Feather Printing Co. of Lubbock  
Name of Bidder

/s/ Herbert Feather, president  
Authorized Signature

\* \* \* \* \*

Interagency Cooperation Contract - Texas Water Development Board

10. j. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1109 with the Texas Water Development Board to perform research and development in the field of weather modification as described.

Contract Number IAC(76-77)-1109  
(Assigned by Board of Control)

TWDB Contract No. 14-60027

THE STATE OF TEXAS       )  
                                  )  
COUNTY OF TRAVIS       )       INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Water Development Board

The Performing Agency: Department of Geosciences, Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

RECITALS

- (1) The Texas Water Development Board, hereinafter termed the Board, has been charged with responsibility for research and development in the field of weather modification by the Legislature of the State of Texas.
- (2) The Board and the United States Department of the Interior, Bureau of Reclamation, hereinafter termed the Bureau, find it desirable to facilitate research and development of precipitation management technology and are cooperating in a comprehensive atmospheric research and weather modification development program known as the High Plains Cooperative Program.
- (3) The Board and the Bureau have entered into a Contract (Contract No. 14-06-D-7587, as amended by Amendatory Agreements 1 and 2 attached) funded by the Bureau, the goal of which agreement is to establish a verified, working technology and operational management framework by 1980 capable of producing additional rain from cumulus clouds in the semi-arid Plains States.
- (4) The said Contract (Sec. II.A.1.) provides that the Board may contract with third parties for certain services required under the terms thereof.



### SERVICES TO BE PERFORMED

The Performing Agency agrees to do qualitative analysis of Synchronous Meteorological Satellite (SMS) photographic imagery to observe the response of individual clouds and cloud systems to cloud seeding. The behavior of interacting clouds will be examined to determine if cloud merger leads to significant vertical growth. Cases will be selected for detailed quantitative study. The Performing Agency further agrees to do quantitative analysis of digital SMS radiance measurements to determine physical cloud properties. Cloud parameters to be examined include cloud top temperature to obtain cloud heights, as well as the phase of the water substance at upper cloud levels.

The cloud imagery study will concentrate on clouds found in the HIPLEX southern region.

The selection and analysis of the data which will be collected during the course of the study will be in strict accordance with the plan of work contained in Attachment No. I entitled Big Spring HIPLEX Program: 1976 and 1977 and Attachment No. II entitled HIPLEX Southern Region Satellite Project-Detailed Work Plan, which are incorporated as a part of this Contract in the same manner and to the same extent as though it were copied at length herein.

The collection and reduction of all data will be done in a standard format compatible with the Bureau of Reclamation's High Plains Cooperative Experiment (HIPLEX) archive system. The Bureau of Reclamation is referred to hereinafter as the "Bureau".

In addition to the above described services to be performed by the Performing Agency, the Performing Agency further agrees to prepare and submit to the Receiving Agency the following reports:

- (1) Five (5) copies of a letter-type progress report due on the fifth day of each calendar month during the Contract period. The reports shall describe, in a manner acceptable to the Receiving Agency, all substantial work performed, travel, and personnel changes during the preceding month. Reports shall include a brief summary of the work performed as described in Attachment No. I.
- (2) Twenty (20) copies of an interim progress report due October 5, 1976 covering the period from contract approval date through September 30, 1976, and subsequent interim progress reports due at six-month intervals thereafter during the Contract period. These reports will be prepared in accordance with instructions contained in Attachment III entitled "Reports" (revised 2-68) incorporated as a part of this Contract in the same manner and to the same extent as though it were copied at length herein, disclosing all such work and all data and information obtained and results achieved in performance of this Contract.



Material furnished the Receiving Agency for input to the Skywater Annual Report will show significant values in metric units, followed in parentheses by the same values in the conventional engineering units for which the most significant end use is anticipated. For example, where the most significant end use is to be irrigation technology, the value might be 120 million m<sup>3</sup> (97,000 acre-feet). In making conversions, significant figures giving a spurious impression of precision will not be used. For example, 15 m (49 feet), not 15 m (49.212 feet).

The Performing Agency is authorized to begin performing its responsibilities under this Contract upon approval by the State Board of Control. The Performing Agency shall complete the above described services, and submit its billings for the same, not later than August 31, 1977, which is the termination date of this Contract.

If, for any reason, the Performing Agency is unable to complete its performance called for under the terms of this Contract on or before August 31, 1977 and/or is unable to deliver the said annual report on or before August 31, 1977, all terms, provisions, and conditions of this Contract shall remain in full force and effect until the said Contract is amended, terminated, or completed as provided herein, with the provision that under no circumstances, however, shall the Receiving Agency be liable to the Performing Agency for an amount in excess of \$40,948 unless the Contract is amended.

The Performing Agency agrees that the representatives and employees of the Board and the Bureau shall at all times have access to basic data, computations, worksheets, and any other tangible or examinable results of the Performing Agency's efforts pursuant to this Contract while such data, computations, worksheets, and/or results are in preparation or progress or at any time prior to delivery of the completion report to the Board. The Performing Agency agrees to provide adequate facilities for inspection of said data, computations, worksheets, or results.

The Performing Agency further agrees that the contents, findings, conclusions, results, and products of the Performing Agency's services hereunder shall be the sole property of the Board and the Bureau and will not be published or released to any individual, firm, association, political subdivision, or other entity except by or through the Board unless prior written approval by the Board or its authorized representative has been obtained. Release, use, or republication by the Performing Agency, upon Board approval, is conditioned on the Performing Agency's acknowledgment in the release, use, or republication that the report was developed pursuant to Board and Bureau sponsorship.

The Performing Agency agrees to acknowledge the Board and the Bureau in any news releases or other publications relating to the work performed under this Contract. The cover of any reports and acknowledgement section must be approved by the Executive Director of the Board within fourteen (14) days before final publication. The Board and the Bureau shall have unlimited rights in technical data resulting directly from the performance of services to the Board under this Contract. Reports or other documents produced under this Contract shall not be the subject of an application for copyright by the Performing Agency.

### III. BASES FOR CALCULATING REIMBURSABLE COSTS:

	<u>FY 76</u>	<u>FY 77</u>
A. Salaries and Wages		
1. Principal Investigator G. M. Jurica (1.00 FTE Sum)	\$ 5,467	\$ 5,816
2. Other Personnel		
a. 2 Graduate Research Assistants (0.50 FTE FY)	711	8,533
b. Undergraduate Assistant (1.00 FTE Sum, 0.20 FY)	1,536	2,208
SUBTOTAL	\$ 7,714	\$16,557
B. Staff Benefits (Estimated) (9.1% of A1 and A2a plus \$15/month insurance for A1)	717	1,522
C. Total Salaries, Wages and Staff Benefits	8,431	18,079
D. Expendible Supplies	745	864
E. Color Contour Monitor Maintenance	500	500
F. Domestic Travel	1,000	952
G. Publication Costs	100	700
H. Computer Costs	-0-	-0-
I. Total Direct Costs	10,776	21,095
J. Indirect Costs (37.4% of A)	2,885	6,192
K. TOTAL PROJECT COSTS	\$13,661	\$27,287

The budget is not intended to be so restrictive that it interferes with the cooperative effort, itself indicative of the scope and kinds of services required in this project. Shifts may be made among the budgeted items so long as the total budget is not exceeded, the overhead not increased, and the objectives of the project are vigorously pursued.

The Performing Agency shall submit a final voucher which shall show all costs incurred by the Performing Agency in the performance of this Contract. All invoices and/or vouchers submitted by the Performing Agency shall comply with either subpart 1-15.2, 1-15.3, or 1-15.7 of the Federal Procurement Regulations, as applicable, which were in effect on October 30, 1974, a correct copy of which the Performing Agency acknowledges having received prior to its execution of this Contract.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Forty Thousand  
Nine Hundred Forty-Eight (\$40,948) Dollars

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed monthly

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin Upon approval by the State Board of Control, and shall terminate August 31, 1977 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Section 11.069 Texas Water Code, Senate Bill 52, 64th Legislature Article III, Line Item 5, Page III-155.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109, Texas Education Code Article 4413 (32), V.A.T.S.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Texas Water Development Board  
Name of Agency

By: /s/ James M. Roe  
Authorized Signature

Executive Director  
Title

Date: \_\_\_\_\_

PERFORMING AGENCY

Department of Geosciences  
Texas Tech University  
Name of Agency

By: /s/ J. Knox Jones, Jr.  
Authorized Signature

Vice President for Research and  
Graduate Studies  
Title

Date: \_\_\_\_\_

EXAMINED and APPROVED this the 17th day of May, A.D., 1976.

STATE BOARD OF CONTROL

By: /s/ A. L. Rankin  
Chief, Centralized Services

\* \* \* \* \*

Interagency Cooperation Contract - Texas Rehabilitation Commission

10. k. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1114, with Texas Rehabilitation Commission for the services of an employee as specified.

Contract Number IAC(76-77)-1114  
(Assigned by Board of Control)

THE STATE OF TEXAS       )  
                              )  
COUNTY OF TRAVIS       )       INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University

The Performing Agency: Texas Rehabilitation Commission

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Performing Agency is to make available to the Receiving Agency the services of an employee of the Performing Agency for Twenty (20) hours each week for the purpose of carrying out assigned responsibilities of the Receiving Agency in its statutory function of administration of Texas Tech University's Rehabilitation Counselor Training Program.

Selection of the employee to serve the Receiving Agency shall have the approval of both parties.

This contract will be valid as long as the Rehabilitation Services Administration Grant supporting the Program is continued. At such time the grant is not funded, this contract is automatically terminated.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

The Receiving Agency is to reimburse the Performing Agency for one-half of the monetary costs of the employee including salary, health and accident premium, Social Security contribution, employee retirement contribution, and travel.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Eleven Thousand and No/100 (\$11,000) DOLLARS

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Monthly.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin subject to Grant funds being available July 1, 1976, and shall terminate Aug. 31, 1977 or upon 30 days written notice by either party (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 109, Education code, Vernon's Texas Codes Annotated.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 30, Education Code, Vernon's Texas Codes Annotated.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Texas Tech University  
Name of Agency

By: /s/ Glenn E. Barnett  
Authorized Signature

Executive Vice-President  
Title

Date: \_\_\_\_\_

PERFORMING AGENCY

Texas Rehabilitation Commission  
Name of Agency

By: Jess M. Irwin  
Authorized Signature

Commissioner  
Title

Date: \_\_\_\_\_

EXAMINED and APPROVED this the 17th day of May, A.D., 1976.

STATE BOARD OF CONTROL

/s/ A. L. Rankin

\* \* \* \* \*



Interagency Cooperation Contract - Governor's Energy Advisory Council

10. 1. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1144, between the Governor's Energy Advisory Council and the Department of Mechanical Engineering, for the purpose of bringing together information concerning solar energy system performance and cost, crop patterns, and other related research.

Contract No. IAC(76-77)-1144  
(Assigned by Board of Control)

THE STATE OF TEXAS     )  
                              )  
COUNTY OF TRAVIS     )     INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Governor's Energy Advisory Council

The Performing Agency: Texas Tech University, Department of Mechanical Engineering

II. STATEMENT OF SERVICES TO BE PERFORMED:

The primary objective of this work is to bring together information concerning solar energy system performance and cost, crop patterns and their associated energy consumption, and monthly water consumption data as a function of crop for several crop reporting districts in Texas. These data will then be used to make a preliminary economic assessment of on-site solar powered irrigation pumping at selected sites in Texas. Much of this information has already been developed as part of an on-going research project entitled "The Utilization of Solar Energy for Feedmill and Irrigation Operations" presently funded by the National Science Foundation and the U.S. Department of Agriculture.

Specifically, the following tasks will be undertaken by the Performing Agency:

- 1) An estimation of irrigation water requirements as a function of crop, location, and time of year.
- 2) An estimation of total irrigation water requirements for all local crops as a function of location, and time of year.



- 3) An estimation of energy requirements as a function of location and time of year.
- 4) Estimation of usable energy produced by a solar energy system as a function of location, time of year and system size.
- 5) Present worth economic analysis and optimization of system size in relationship to irrigation requirements.

Based on the foregoing tasks and previous research, the performing agency will submit a report to the receiving agency assessing the overall feasibility of utilizing solar energy for agricultural applications in Texas. Particular emphasis will be placed on the use of solar energy for irrigation and feedmill applications. The report is to be submitted to the Governor's Energy Advisory Council by August 31, 1976.

This work is to be executed under the direction of Dr. James H. Strickland, assistant professor of mechanical engineering at Texas Tech University, who is designated as Principal Investigator. All communication in technical matters will be between the Principal Investigator and the designated staff of the Governor's Energy Advisory Council. Performing agency agrees to comply in full with all provisions of Federal Management Circular 74-4 and Title 41 C.F.R. subpart 1-15-7 in performing these services.

The contents of this contract are subject to amendment upon the mutual agreement of the contracting parties.

### III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Service of employees.....	\$ 8,696
Service of materials .....	200
Service of equipment.....	300
	<hr/>
	\$ 9,196

### IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Nine thousand one hundred ninety six dollars (\$9,196.00).

### V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed in one lump sum at  
at the completion of report.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin upon approval of the Board of Control  
and shall terminate August 31, 1976 (Term of Contract cannot  
transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Article 4413 (47), V.A.C.S.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Texas Education Code, Section 65.31

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Governor's Energy Advisory Council  
Name of Agency

By: /s/ Alvin C. Askew  
Authorized Signature

Alvin C. Askew,  
Executive Director  
Title

Date: \_\_\_\_\_

PERFORMING AGENCY

Texas Tech University  
Name of Agency

By: /s/ J. Knox Jones, Jr.  
Authorized Signature

J. Knox Jones, Jr.  
Vice President for Research and  
Graduate Studies  
Title

Date: \_\_\_\_\_

Approved:

STATE BOARD OF CONTROL

/s/ Dolph Briscoe  
Dolph Briscoe,  
Governor of Texas  
Signed May 20, 1976 subject to the  
approval of the Governor's Energy  
Advisory Council

By: /s/ A. L. Rankin  
Assistant Director, Centralized  
Services

\* \* \* \* \*

Interagency Cooperation Contract - Governor's Energy Advisory Council

10. m. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1145, between the Governor's Energy Advisory Council and the Department of Agricultural Economics, for the purpose of making an analysis of certain impacts of rising natural gas prices and other research as described.

Contract No. (76-77)-1145  
(Assigned by Board of Control)

THE STATE OF TEXAS       )  
                                  ) INTERAGENCY COOPERATION CONTRACT  
COUNTY OF TRAVIS       )

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Governor's Energy Advisory Council

The Performing Agency: Texas Tech University, Department of Agricultural Economics

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Performing Agency agrees to provide for the Receiving Agency an analysis of certain impacts of rising natural gas prices on Texas High Plains agriculture. Specifically, the study will:

- (1) Make a preliminary assessment of the effects of rising natural gas prices upon interregional competition for the production of major Texas crops.
- (2) Estimate the potential effects of rising natural gas prices on the cropping pattern and decline in irrigated acreage of the Texas High Plains.
- (3) Determine the impact of rising natural gas prices on net farm income in the Texas High Plains.
- (4) Determine the impact of rising natural gas prices on land values in the Texas High Plains.

This work is to be executed under the direction of Dr. Kenneth B. Young, Assistant Professor, Department of Agricultural Economics, Texas Tech University, Lubbock, Texas who is designated as Principal Investigator. All communications

in technical matters will be between the Principal Investigator and the designated staff of the Texas Governor's Energy Advisory Council. Performing Agency agrees to comply in full with all provisions of Federal Management Circular 74-4 and Title 41 C.F.R. subpart 1-15-7 in performing these services.

TIMETABLE FOR PERFORMANCE OF CONTRACT

The work shall be performed pursuant to the following timetable.

<u>Step</u>	<u>Description</u>	<u>Target Date</u>
1	Completion of Budget Data Collection	July 1, 1976
2	Model Update Completion	July 15, 1976
3	Preliminary Analysis Completion	August 15, 1976
4	Draft of Final Report	August 31, 1976
5	Delivery of Final Report	November 30, 1976

Step 1 through Step 4 constitutes 95% of contract.

The contents of this contract are subject to amendment upon the mutual agreement of the contracting parties.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

The Receiving Agency shall reimburse Performing Agency for the full amount of salaries and wages, fringe benefits, supplies, materials, computer services and all other direct and indirect costs as specified in the following budget.

Salaries . . . . .	\$ 9,500
Fringe Benefits . . . . .	\$ 886
Travel . . . . .	\$ 2,000
Computer, Communication and Reproduction . . . . .	\$ 4,614
Indirect Costs . . . . .	<u>\$ 3,000</u>
	\$20,000

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Twenty thousand dollars  
(\$20,000)

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed and payable 95% upon completion of Step 4 no later than August 31, 1976 & 5% upon completion of Step 5 no later than November 30, 1976.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin upon approval by the Board of Control, and shall terminate November 30, 1976 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Article 4413 (47), V.A.T.S.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Texas Education Code Section 6531

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

PERFORMING AGENCY

Texas Governor's Energy Advisory  
Council

Name of Agency

Texas Tech University

Name of Agency

By: /s/ Alvin C. Askew  
Authorized Signature

Alvin C. Askew, Executive Director  
Title

Date: \_\_\_\_\_

EXAMINED and APPROVED this the 26th day of May, A. D., 1976.

APPROVED:

/s/ Dolph Briscoe  
Dolph Briscoe  
Governor of Texas  
Signed May 20, 1976, subject to the  
approval of the Governor's Energy  
Advisory Council.

By: /s/ J. Knox Jones, Jr.  
Authorized Signature

J. Knox Jones, Jr., Vice President  
for Research and Graduate Studies  
Title

Date: \_\_\_\_\_

STATE BOARD OF CONTROL

By: A. L. Rankin  
Assistant Director, Centralized  
Services

\* \* \* \* \*

Interagency Cooperation Contract - Governor's Energy Advisory Council

10. n. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1166 with the Governor's Energy Advisory Council, for the purpose of informing the public that a course in Energy Awareness will be offered at Texas Tech University.

Contract Number IAC(76-77)-1166  
(Assigned by Board of Control)

THE STATE OF TEXAS       )  
                                  )  
COUNTY OF TRAVIS       )     INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Governor's Energy Advisory Council

The Performing Agency: Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

To inform the public that a course in Energy Awareness will be offered at Texas Tech University. To develop and instruct a mini-course concerning various energy topics. This work is to be executed under the direction of Dr. John R. Bradford, Dean, College of Engineering, who is designated as the director. All communications in technical matters will be between the director and the designated staff of the Governor's Energy Advisory Council. This project will be coordinated with the Energy Awareness Program being conducted with the local Chamber of Commerce and the Governor's Energy Advisory Council.

Performing Agency agrees to comply in full with all provisions of Federal Management Circular 74-4 and TITLE 41 C.F.R. subpart 1-15-7 in performing these services.

Receiving Agency has the right to approve the director of the project.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Personal Services, approximately-----	\$ 700.00
Services of materials, approximately-----	\$ 300.00

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: One thousand dollars  
(\$1,000)



V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Lump Sum.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin Upon approval of State Board of Control, and shall terminate on or before August 31, 1976 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Article 4413(47) V.A.C.S.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Texas Education Code Article 65.31

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Governor's Energy Advisory Council  
Name of Agency

By: /s/ Alvin C. Askew  
Authorized Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

PERFORMING AGENCY

Texas Tech University  
Name of Agency

By: /s/ Glenn E. Barnett  
Authorized Signature

Executive Vice President  
Title

Date: 5/24/76

EXAMINED and APPROVED this the 26th day of May, A. D., 1976.

APPROVED:

STATE BOARD OF CONTROL

/s/ Dolph Briscoe  
DOLPH BRISCOE  
GOVERNOR OF TEXAS

By: /s/ A. L. Rankin  
Assistant Director, Centralized  
Services

\* \* \* \* \*

Interagency Cooperation Contract - Texas Youth Council (West Texas Childrens Home)

10. o. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1170, with the Texas Youth Council (West Texas Childrens Home) for the purpose of providing room, board, and other student activities for students enrolled under provisions of paragraph 54.202, High School Graduates of State Homes, of the Texas Education Code.

Contract No. IAC(76-77)-1170  
(Assigned by Board of Control)

THE STATE OF TEXAS       )  
                                  )  
COUNTY OF TRAVIS       )     INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Youth Council (West Texas Childrens Home)

The Performing Agency: Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

Room, Board, student activities and other normal services provided to students at Texas Tech University, Lubbock, Texas, during the 1976-77 school year. Provided, however, that room(s) in the dormitory will be provided only if such space is available at the time a duly approved application is made.

These students will be enrolled under the provisions of paragraph 54.202, High School Graduates of State Homes, of the Texas Education Code.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Prevailing rates at Texas Tech University, Lubbock, Texas for all residents. Maximum to be \$1,800.00 per year per student for 1976-77 school year, excluding summer school.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Three Thousand Six Hundred Dollars (\$3,600)

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Lump sum by semester.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1976, and shall terminate August 31, 1977 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Article 5143d, V.A.C.S.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Article 2585 et. seq. V.A.C.S.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Texas Youth Council  
(West Texas Childrens Home)  
\_\_\_\_\_  
Name of Agency

By: /s/ Joe Merrell  
\_\_\_\_\_  
Authorized Signature

Business Manager  
\_\_\_\_\_  
Title

Date: \_\_\_\_\_

PERFORMING AGENCY

Texas Tech University  
\_\_\_\_\_  
Name of Agency

By: /s/ Glenn E. Barnett  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

EXAMINED and APPROVED this the 1st day of September, A. D., 1976.

STATE BOARD OF CONTROL

/s/ A. L. Rankin 6/1/76  
\_\_\_\_\_

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Interagency Cooperation Contract - The University of Texas Health Science Center at Houston

10. p. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1184 with the University of Texas Health Science Center at Houston for the production of Audio Visual and other specialized teaching materials as described.

Contract Number IAC(76-77)-1184  
(Assigned by Board of Control)

THE STATE OF TEXAS     )  
                                  ) INTERAGENCY COOPERATION CONTRACT  
COUNTY OF TRAVIS     )

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University

The Performing Agency: The University of Texas Health Science Center at Houston

II. STATEMENT OF SERVICES TO BE PERFORMED:

Production of Audio Visual and other specialized teaching materials.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Actual Cost of Materials and Labor as indicated on Supplier's Voucher(s).

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: One thousand dollars (\$1,000)

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed as required.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin June 10, 1976, and shall terminate August 31, 1977 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 109, Texas Education Code

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Article 2585 et. seq., V.T.C.S. and Current Appropriations Act.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Texas Tech University

Name of Agency

By: /s/ Glenn E. Barnett

Authorized Signature

Glenn E. Barnett

Executive Vice President

Title

Date: \_\_\_\_\_

PERFORMING AGENCY

The University of Texas

Health Science Center at Houston

Name of Agency

By: /s/ G. C. Franklin

Authorized Signature

G. C. Franklin

Vice President for Business Affairs

Title

Date: \_\_\_\_\_

EXAMINED and APPROVED this the 10th day of June, A.D., 1976.

STATE BOARD OF CONTROL

/s/ A. L. Rankin

\* \* \* \* \*

Amendment to Interagency Cooperation Contract - Texas Department of Mental Health and Mental Retardation

10. q. Ratify the following Amendment to Interagency Contract No. (74-75)-1732 with the Texas Department of Mental Health and Mental Retardation, as described.

AMENDMENT TO INTERAGENCY CONTRACT

THE STATE OF TEXAS       )  
                                  ) AMENDMENT NO. 2 TO INTERAGENCY CONTRACT NO. (74-75)-1732  
COUNTY OF TRAVIS       )

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Interagency Contract to amend said contract as follows:

III. Bases for Calculating Reimbursable Costs:

Salaries for personnel to develop study instruments and to collect, analyze, and report data collected.	\$55,847
Per diem and travel (rates as set by State Appropriations Bill) required for personal interview of discharged and furloughed retardates, their families and acquaintances.	6,000
Use fee of IBM MTS typewriter	2,225
Reproduction services	2,300
Maintenance and operation (telephone, postage, consumable supplies)	3,500
Fees to field interviewers	6,100
TOTAL	\$75,972

This contract shall be subject to the availability of funds. All funds for the execution of this contract shall derive from Federal sources. The validity of this contract is contingent upon the receipt of said Federal funds.

This Amendment shall become effective on the date of approval by the State Board of Control. All other terms and conditions not hereby amended are to remain in full force and effect.

RECEIVING AGENCY

Texas Department of Mental Health and Mental Retardation

Name of Agency

By: /s/ E. M. Scott Asst. Comsr.  
Authorized Signature

for Commissioner  
Title

PERFORMING AGENCY

Texas Tech University (R & T Center in Mental Retardation)

Name of Agency

By: /s/ J. Knox Jones, Jr.  
Authorized Signature

Vice-President for Research and Graduate Studies  
Title



EXAMINED and APPROVED this the 18th day of June, A.D., 1976.

STATE BOARD OF CONTROL

By: /s/ A. L. Rankin  
Chief, Centralized Services Division

\* \* \* \* \*

11. a.        GIFTS AND GRANTS TO TEXAS TECH UNIVERSITY

Accept gifts and grants from private sources in the amount of \$189,792.09 received by Texas Tech University and the Texas Tech University Foundation through the Office of Development for the Period of April 1, 1976 through May 31, 1976. 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>
582	594	\$166,124.44

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

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Valuation</u>
10	11	\$1,794.00

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

<u>Total</u>
\$21,873.65

11. b.

Texas Tech University  
 Gifts and Grants by Type of Donor and Geographic Area  
 April 1, 1976 - May 31, 1976

	LUBBOCK		TEXAS		NATIONAL		TOTALS	
Type	No.	Amount	No.	Amount	No.	Amount	No.	Amount
A. Individuals	322	10,052.09	137	11,159.22	30	13,065.00	489	34,276.31
B. Business and Industry	23	4,825.00	24	44,075.00	13	37,903.00	60	86,803.00
C. Foundations	2	1,227.61	3	5,750.00	5	3,800.00	10	10,777.61
D. Associations	22	26,380.02	12	4,887.50	0	-0-	34	31,267.52
E. Bequests	1	3,000.00	0	-0-	0	-0-	1	3,000.00
Totals	370	45,484.72	176	65,871.72	48	54,768.00	594	166,124.44
Year to Date 9/1/75 - 5/31/76	1351	634,812.35	642	476,936.31	203	307,307.59	2196	1,419,056.25
Fiscal Year Comparison 9/1/74 - 5/31/75	1075	586,603.68	477	510,621.55	334	314,260.98	1886	1,411,486.21

11. c.

TEXAS TECH UNIVERSITY  
Gifts and Grants  
Fiscal Year/Monthly Comparison

1973-74/1974-75/1975-76

MONTH	NUMBER OF GIFTS			\$ AMOUNT		
	1973-1974	1974-1975	1975-1976	1973-1974	1974-1975	1975-1976
SEPTEMBER	51	81	151	\$ 347,009.96	\$ 105,333.50	\$ 148,993.65
OCTOBER	65	200	163	255,227.22	94,172.91	100,724.47
NOVEMBER	76	86	179	135,319.16	149,854.66	129,225.05
DECEMBER	1,090	334	146	418,348.62	471,434.75	626,564.76
JANUARY	129	79	85	94,262.56	60,828.80	54,416.90
FEBRUARY	150	97	47	47,507.28	68,855.31	34,657.81
MARCH	77	390	831	91,105.80	50,078.07	158,349.17
APRIL	87	426	350	122,305.19	70,801.58	59,961.12
MAY	99	193	244	252,748.15	340,126.63	106,163.32
JUNE	65	87		28,980.00	74,217.00	
JULY	54	127		101,419.50	230,941.26	
AUGUST	<u>83</u>	<u>155</u>		<u>43,307.17</u>	<u>67,686.23</u>	
Totals	2,026	2,255		\$1,937,540.61	\$1,784,330.70	

Leadership Fellows Doctoral Program Fellowship - Account No. 22-T515-200000

11. d. Approve the following establishment of the Leadership Fellows Doctoral Program Fellowship effective May 27, 1976. The proposed Scholarship Bulletin description is given below:

Leadership Fellows Doctoral Program Fellowship

Origin: Mrs. Helen DeVitt Jones, Lubbock, Texas

Eligibility: Admitted to doctoral study - College of Education; Education major; requirements include strong commitment to occupying major role of leadership in applicant's field of specialization and evidence of unusually strong promise for future.

Amount: \$85,000.00; approximately ten fellowships, each at \$7,000.00 to \$8,000.00.

Information: The Leadership Fellows Doctoral Program Committee

Texas Tech University - Account No. 22-2101-200000

11. e. Approve the following establishment of the Texas Tech University Scholarship now in effect. The proposed Scholarship Bulletin description is given below:

Texas Tech University

Origin: Funded by forfeitures from General Property Deposit Fund

Eligibility: Based on academic achievement; entering freshmen will be ranked in accordance with the results of the entrance examination; sophomores, juniors and seniors will be ranked on overall grade point average on work completed at Texas Tech - 3.00 minimum GPA

Amount: Varies

Information: Financial Aid Committee acting as a scholarship committee.

Maude Flowers Tinsley Memorial Scholarship - Account No. 45-A067-200000-0

11. f. Approve the following establishment of the Maude Flowers Tinsley Memorial Scholarship which is a revision of established scholarship dated January 20, 1970, to become effective in the fall, 1976. The proposed Scholarship Bulletin description is given below:

Maude Flowers Tinsley Memorial Scholarship

Origin: Daughter and friends

Eligibility: Upper classmen and graduate students majoring in Home Economics Education; 3.00 GPA; financial need.

Amount: One annual award of \$300.00

Information: Dean and scholarship committee of the College of Home Economics

Clinical Psychology Scholarship - Account No. 21-2051-200000

11. g. Approve the establishment of the Clinical Psychology Scholarship effective fall, 1976, as described below:

Clinical Psychology Scholarship

Origin: Various donors

Eligibility: Graduate Clinical Psychology major, financial need, character and clinical potential

Amount: \$125.00 currently, additional contributions will be made

Information: Clinical Faculty committee

Studio Art Scholarship - Account No. 22-2314-200000

11. h. Approve the establishment of the Studio Art Scholarship effective fall, 1976. The proposed Scholarship Bulletin description is given below:

Studio Art Scholarship

Origin: Paul Hanna for 1976; will vary from year to year

Eligibility: Studio Art major, financial need

Amount: \$50.00; one annual award of \$50.00

Information: Faculty Committee - Department of Art

Other Authorizations, Approvals  
and Ratifications

Stipulation - Estate of Jessie W. Thornton, Deceased

12. a. Ratify the following Stipulation Agreement executed by Mr. Dan Thornton and Mr. Clint Formby, Chairman of the Board of Regents, as authorized in the Board meeting of May 16, 1975, Item M156. This instrument, including Exhibit "A", is incorporated in the Minutes to substantiate that action.

IN THE DISTRICT COURT IN AND FOR THE

COUNTY OF ARAPAHOE

STATE OF COLORADO

NO. P-12945

IN THE MATTER OF THE ESTATE OF )

JESSIE W. THORNTON )

Deceased. )

S T I P U L A T I O N

COME NOW Dan Thornton, and the Board of Regents of Texas Tech University, an educational institution at Lubbock, Texas, but being one and the same as the Trustees of Texas Tech University at Lubbock, Texas, and stipulate and agree as follows:

1. That among the assets of said estate are certain mineral interests situated in the State of Texas. Said mineral interests are more fully described in Exhibit A attached hereto and by this reference made a part hereof.

2. In order to facilitate the winding up of the above-captioned estate and to comply with the desires of the parties hereto, it is hereby agreed as follows:

A. That 70% of said mineral interests shall be distributed in kind to Texas Tech University in fee simple, but subject to the life estate hereinafter provided in Section B.

B. Dan Thornton shall be entitled to a life estate in an undivided one-half of the said 70% mineral interests described and set forth in paragraph A above, and shall by virtue thereof be entitled to all of the rents, royalties and income from said one-half mineral interests for so long as he lives. Said life estate shall commence and the income thereon shall accrue from the date of signing of this Agreement.

C. The parties hereto shall execute any and all documents, division orders, deeds or other papers as may be necessary to carry out the provisions hereof.

D. The said Texas Tech University shall receive the entire net income on said 70 percent of the mineral interests from the date of death of the above-mentioned decedent to the date of signing of this Stipulation.



3. That Dan Thornton is entitled to receive one-half of the remaining assets in the estate other than the mineral interests described in Exhibit "A" after all taxes, spousal allowance, claims and administration expenses have been provided for or paid.

4. After payment or provision for the residual estate that Dan Thornton is entitled to receive as set forth in paragraph 3 above, and after the specific bequests have been paid or provided for, the residue then remaining shall be distributable as follows:

1. 70% to Texas Tech University.
2. 30% to Western State College.

5. It is agreed that the Court shall enter such orders as may be necessary to carry out this Stipulation without further notice to the parties hereto.

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

TEXAS TECH UNIVERSITY, An Institution  
of Higher Education

By /s/ Clint Formby  
Clint Formby, Chairman, Board of  
Regents Texas Tech University, but  
being one and the same as Trustees  
of Texas Tech University

/s/ Dan Thornton  
Dan Thornton

STATE OF TEXAS       X  
                              X  
COUNTY OF DEAF SMITH X

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

Given under my hand and seal of office, this 24th day of June, 1975.

(SEAL)

/s/ Sylvia Coatney  
Notary Public in and for Deaf Smith  
County, Texas

STATE OF CALIFORNIA      X  
                                     X  
COUNTY OF MONTEREY      X

Before me, the undersigned authority, on this day personally appeared Dan Thornton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 3rd day of June, 1975.

(SEAL)

/s/ Roberta J. Hall  
Notary Public in and for Monterey  
County, California  
ROBERTA J. HALL

STATE OF TEXAS      X  
                                     X  
COUNTY OF LUBBOCK      X

CERTIFICATE

The undersigned, Freda Pierce, being duly sworn, does hereby certify:

1. That she is the Secretary of the Board of Regents of Texas Tech University, and as such has custody of all records of said Board of Regents.

2. That annexed hereto, marked "Exhibit A" and hereby made a part hereof, is a true and complete copy of the Stipulation which was presented to and unanimously approved by the Board of Regents of Texas Tech University at a meeting held on May 16, 1975 and that Clint Formby, Chairman of the Board of Regents, was authorized and directed to execute said Stipulation for and in behalf of said Board of Regents of Texas Tech University. That said Stipulation was executed by Clint Formby, Chairman, and attested by Freda Pierce as Secretary, of said Board of Regents on June 24, 1975 and executed by Dan Thornton on June 3, 1975.

3. That the Regents of Texas Tech University is the governing board of Texas Tech University.

/s/ Freda Pierce  
Freda Pierce  
Secretary  
Board of Regents  
Texas Tech University

STATE OF TEXAS      X  
                                     X  
COUNTY OF LUBBOCK      X

Before me, the undersigned authority, on this day personally appeared Freda Pierce, Secretary of the Board of Regents of Texas Tech University, known to me to be the person and officer whose name is subscribed to the foregoing

instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Board of Regents of Texas Tech University.

Given under my hand and seal of office, this 24th day of May, 1976.

My commission expires: June 1, 1977

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

(SEAL)

EXHIBIT "A"

A. COUNTY OF GREGG

1. A tract of 584.23 acres, more or less, of the James Hilliard and John Moffett Surveys, known as the Hughey and Ross Tract. This property is the same that was conveyed to Curtis M. Willock by deed from Bert Kouns, dated April 23, 1931, and recorded in Book 86 at Page 146 of the Deed Records of Gregg County, Texas.
2. A tract of 320 acres, more or less, of the John Tate Survey, known as the E. L. Walker Tract. This property is the same that was conveyed to Curtis M. Willock by deed from F. D. Prince, dated April 20, 1931, and recorded in Book 86 at Page 150 of the Deed Records of Gregg County, Texas.
3. A tract of 170 acres, more or less, of the W. H. Castleberry Survey, known as the J. B. Doby Tract. This property is the same that was conveyed to Curtis M. Willock by deed from J. F. Reed, dated May 21, 1931, and recorded in Book 92 at Pages 76-77 of the Deed Records of Gregg County, Texas.
4. A tract of 100.8 acres, more or less, of the W. H. Castleberry Survey, known as the Laura Bingham Tract. This property is the same that was conveyed to Curtis M. Willock by deed from J. F. Reed, dated May 21, 1931, and recorded in Book 92 at Pages 75-76 of the Deed Records of Gregg County, Texas.
5. Three (3) tracts, aggregating 167 acres, more or less, of the E. A. Lambert Survey, known as the A. F. Shepperd Tract. This property is the same that was conveyed to Curtis M. Willock by deed from A. F. Shepperd, dated May 20, 1931, and recorded in Book 91 at Page 103 of the Deed Records of Gregg County, Texas.
6. Two (2) tracts, aggregating 121-3/4 acres, more or less, of the John R. Crosby and William Tyndell Surveys, known as the L. A. Jeter Tract. This property is the same that was conveyed to Curtis M. Willock by deed from Earl C. Hankamer, dated May 7, 1931, and recorded in Book 87 at Pages 189-190 of the Deed Records of Gregg County, Texas.

7. A tract of 66-1/2 acres, more or less, of the G. A. Thomason Survey, known as the L. T. Rogers Tract. This property is the same that was conveyed to Curtis M. Willock by deed from L. J. Rogers, Elvie Waskom et vir, and J. E. Rogers et ux, dated May 4, 1931, and recorded in Book 82 at Pages 375-376 of the Deed Records of Gregg County, Texas.
8. A tract of 155 acres, more or less, of the H. H. Edwards Survey, known as the Rosa Corbin Tract. This property is the same that was conveyed to Curtis M. Willock by deed from J. A. Keltner, dated May 4, 1931, and recorded in Book 83 at Pages 387-388 of the Deed Records of Gregg County, Texas.
9. A tract of 115 acres, more or less, of the Lewis Rigsby Survey, known as the G. W. Richey Tract. This property is the same that was conveyed to Curtis M. Willock by deed from Thornton Lomax, Jr. and B. T. Williamson, dated May 2, 1931, and recorded in Book 87 at Pages 169-170 of the Deed Records of Gregg County, Texas.
10. A tract of 99.5 acres, more or less, of the David Ferguson Survey, known as the J. F. Bowles Tract. This property is the same that was conveyed to Curtis M. Willock by deed from J. F. Bowles, dated April 24, 1931, and recorded in Book 95 at Pages 450-451 of the Deed Records of Gregg County, Texas.
11. A tract of 67 acres, more or less, of the W. C. Wakeland Survey, known as the H. and E. Green Tract. This property is the same that was conveyed to Curtis M. Willock by deed from J. C. Jackson et al, dated April 23, 1931, and recorded in Book 82 at Pages 294-295 of the Deed Records of Gregg County, Texas.
12. A tract of 100 acres, more or less, of the David Ferguson Survey, known as the Shoults Tract. This property is the same that was conveyed to Curtis M. Willock by deed from E. C. Shoults et ux, dated April 22, 1931, and recorded in Book 84 at Page 290 of the Deed Records of Gregg County, Texas.
13. A tract of 97 acres, more or less, of the G. W. Hooper Survey, known as the C. E. Hineman Tract. This property is the same that was conveyed to Curtis M. Willock by deed from J. B. Blanchard, dated April 23, 1931, and recorded in Book 82 at Pages 291-292 of the Deed Records of Gregg County, Texas.
14. A tract of 202 acres, more or less, of the G. A. Thomason Survey, known as the J. M. Haynes Tract. This property is the same that was conveyed to Curtis M. Willock by deed from Harry W. Wilson, Jr., dated April 27, 1931, and recorded in Book 86 at Page 152 of the Deed Records of Gregg County, Texas; and by deed from H. J. Wilder, dated April 27, 1931, and recorded in Book 88 at Page 21 of the Deed Records of Gregg County, Texas.

15. A tract of 10 acres, more or less, and another tract of 40 acres, more or less, on the D. Sanchez Survey, in Gregg County, Texas, known as the G. W. Willingham Tract. This property is the same that was conveyed to Curtis M. Willock by deed from G. W. Willingham et ux, dated April 24, 1931 and recorded in Book 80 at Page 510 of the Deed Records of Gregg County, Texas. This property is subject to a pooling agreement entered into between the royalty owners under the above two tracts and the royalty owners under a tract of 48 acres on the same Survey owned by G. W. Willingham et ux, dated December 22, 1931, and recorded in Book 165 at Page 200 of the Deed Records of Gregg County, Texas. It is the Grantors' intention to quitclaim and they do quitclaim to the Grantee all of their right, title and interest in such pooling agreement.
16. A tract of 200 acres, more or less, of the William Robinson Survey, known as the S. G. Smith Tract. This property is the same that was conveyed to Curtis M. Willock by deed from F. M. Carmody, dated April 24, 1931, and recorded in Book 84 at Page 303 of the Deed Records of Gregg County, Texas; and the additional property conveyed to Curtis M. Willock by deed from S. G. Smith et ux, dated February 6, 1936, as a compromise of the suit styled S. G. Smith et ux vs. F. M. Carmody and Curtis M. Willock, No. 3667-B, 124th Judicial District Court of Texas, in and for Gregg County, Texas.
17. Two (2) tracts containing 143 acres, more or less, of the William P. Chissum Survey, known as the John Douglas Tract. This property is the same that was conveyed to Curtis M. Willock by deed from H. J. Wilder, dated June 4, 1931, and recorded in Book 92 at Page 75 of the Deed Records of Gregg County, Texas, less approximately five acres, that were lost in the suit of Oheron vs. Wilder et al.
18. A tract of 80 acres, more or less, of the Bailey Anderson Survey, and a tract of 26 acres, more or less, of the Penn Survey, known as the Wash Vault Tracts. This property is the same that was conveyed to Curtis M. Willock by deed from Harry W. Wilson, Jr., dated December 19, 1931, and recorded in Book 122 at Page 271 of the Deed Records of Gregg County, Texas.

It is the intention of the Grantors, and each of them, to include in the above descriptions and to quitclaim all their interest in all properties in Gregg County, Texas, in which Mary S. Willock owned a mineral and/or royalty interest and to which Mary S. Willock had title on April 23, 1969, whether or not such properties be included in the foregoing descriptions and whether or not the same be correctly described. These properties include but are not limited to the properties conveyed to Mary S. Willock by that certain instrument dated July 24, 1941, and recorded in Book 262 at Pages 311-316 of the Deed Records of Gregg County, Texas.

Reference is here made for all purposes to each and every instrument referred to herein.

EXHIBIT "A"

B. COUNTY OF UPSHUR

1. A tract of 15 acres (sometimes described as containing 16.02 acres), more or less, of the Marshall Mann Survey, known as the W. H. Reed Tract. This property is the same that was conveyed to Curtis M. Willock by deed from Katherine Ryan, dated May 16, 1931, and recorded in Book 82 at Page 612 of the Deed Records of Upshur County, Texas. It is the intention of the Grantors to quitclaim and they do quitclaim all their right, title and interest to the unpaid balance, if any, on the 3/16 interest provided to be paid to Curtis M. Willock in the oil payment reserved in the oil and gas lease covering this tract, executed by Curtis M. Willock et al to S. J. Felsenthal, dated May 15, 1934, and recorded in Book 21 at Page 578 of the Deed Records of Upshur County, Texas.
2. A tract of 49 acres, more or less, of the Marshall Mann Survey, known as the W. H. Reed Tract. This property is the same that was conveyed to Curtis M. Willock by deed from Katherine Ryan, dated August 7, 1931, and recorded in Book 91 at Page 419 of the Deed Records of Upshur County, Texas.
3. A tract of 64.4 acres, more or less, situated on the G. W. Hooper Survey, known as the W. M. Landers Tract. This property is the same that was conveyed to Curtis M. Willock, by deed from Walter M. Landers et ux dated April 25, 1931, and recorded in Book 82 at Page 373 of the Deed Records of Upshur County, Texas; but does not include any part of a tract of approximately 1.68 acres, involved in the suit of W. M. Landers et al vs. N. E. Burroughs et als, No. 6716, tried in the District Court of Upshur County, in September, 1935, which 1.68 acres is the same tract that was quitclaimed by Curtis M. Willock to W. M. Landers.

It is the intention of the Grantors, and each of them, to include in the above descriptions and to quitclaim all their interest in all properties in Upshur County, Texas, in which Mary S. Willock owned a mineral and/or royalty interest and to which Mary S. Willock had title on April 23, 1969, whether or not such properties be included in the foregoing descriptions and whether or not the same be correctly described. These properties include but are not limited to the properties conveyed to Mary S. Willock by that certain instrument dated July 24, 1941, and recorded in Book 146 at Page 205 of the Deed Records of Upshur County, Texas.

Reference is here made for all purposes to each and every instrument referred to herein.



EXHIBIT "A"

C. COUNTIES OF GREGG AND UPSHUR

1. Two (2) tracts, one containing 40 acres, more or less, and one containing 46.1 acres, more or less, of the William Goodwin Survey, known as the J. W. L. Younse Tracts. This property is the same that was conveyed to Curtis M. Willock, by deed from J. W. L. Younse et ux, dated May 12, 1931, and recorded in Book 79 at Page 447 of the Deed Records of Upshur County, Texas, in which county a part of the tracts are situated.
2. A tract of 135.67 acres, more or less, of the Hiram R. Hokit and David B. Choate Surveys, known as the H. L. Phillips Tract. This property is the same that was conveyed to Curtis M. Willock by deed from Earl C. Hankamer, dated May 8, 1931, recorded in Book 81 at Page 473-474 of the Deed Records of Gregg County, Texas, in which county a part of the tract is situated.
3. A tract of 109.33 acres, more or less, of the G. W. Hooper Survey, known as the D. A. Porter Tract. This property is the same that was conveyed to Curtis M. Willock by deed from E. Apple, dated April 21, 1931, and recorded in Book 82 at Pages 295-297 of the Deed Records of Gregg County, Texas, in which county a part of the tract is situated.

It is the intention of the Grantors, and each of them, to include in the above descriptions and to quitclaim all their interest in all properties in Gregg and Upshur Counties, Texas, in which Mary S. Willock owned a mineral and/or royalty interest and to which Mary S. Willock had title on April 23, 1969, whether or not such properties be included in the foregoing descriptions and whether or not the same be correctly described. These properties include but are not limited to the properties conveyed to Mary S. Willock by that certain instrument dated July 24, 1941, and recorded in Book 262 at Pages 311-316 of the Deed Records of Gregg County, Texas; and in Book 146 at Page 205 of the Deed Records of Upshur County, Texas.

Reference is here made for all purposes to each and every instrument referred to herein.

EXHIBIT "A"

D. COUNTY OF RUSK

1. A tract of 72.82 acres, more or less, of the George Berry Survey, and a tract of 8 acres, more or less, of the S. P. Hollingsworth Survey, known as the Smith Wilson Tracts. This property is the same that was conveyed to Curtis M. Willock by deed from Smith Wilson et als, dated April 24 and April 25, 1931, and recorded in Book 181 at Pages 564-566 of the Deed Records of Rusk County, Texas.

2. A tract of 146 acres, more or less, of the Thomas J. Martin Survey, known as the Turner Estate Tract. This property is the same that was conveyed to Curtis M. Willock by deed from Lewis H. Follett, dated April 24, 1931, and recorded in Book 169 at Pages 470-471 of the Deed Records of Rusk County, Texas.
3. A tract of 320 acres, more or less, of the John Smith Survey, known as the First State Bank of Overton Tract. This property is the same that was conveyed to Curtis M. Willock by deed from First State Bank of Overton, Texas, dated April 22, 1931, and recorded in Book 181 at Pages 543-544 of the Deed Records of Rusk County, Texas.
4. Five (5) tracts of land, one tract consisting of 105 acres, more or less, of the Robert W. Smith Survey; two tracts of 147-1/2 acres, more or less, each, of the W. W. Simms Survey; one tract of 100 acres, more or less, on the McCabe Survey; and one tract of 100 acres, more or less, on the W. R. Cook Survey; known as the C. E. Christian Tracts. This property is the same that was conveyed to Curtis M. Willock by deed from T. P. Nash, dated April 18, 1931, and recorded in Book 190 at Pages 120-121 of the Deed Records of Rusk County, Texas.

It is the intention of the Grantors, and each of them, to include in the above descriptions and to quitclaim all their interest in all properties in Rusk County, Texas, in which Mary S. Willock owned a mineral and/or royalty interest and to which Mary S. Willock had title on April 23, 1969, whether or not such properties be included in the foregoing descriptions and whether or not the same be correctly described. These properties include but are not limited to the properties conveyed to Mary S. Willock by that certain instrument dated July 24, 1941, and recorded in Book 353 at Pages 456-461 of the Deed Records of Rusk County, Texas.

Reference is here made for all purposes to each and every instrument referred to herein.

EXHIBIT "A"

E. COUNTY OF SMITH

1. A tract of 162.81 acres, more or less, of the Juan Vargas Survey, known as the Dora Wright Tract. This property is the same that was conveyed to Curtis M. Willock, by deed from C. G. Jaqua, dated May 4, 1931, and recorded in Book 255 at Pages 189-190 of the Deed Records of Smith County, Texas.
2. A tract of 81 acres, more or less, of the Juan Vargas Survey, known as the J. R. Wright Tract. This property is the same that was conveyed to Curtis M. Willock by deed from C. G. Jaqua, dated May 4, 1931, and recorded in Book 251 at Page 631 of the Deed Records of Smith County, Texas.



It is the intention of the Grantors, and each of them, to include in the above descriptions and to quitclaim all their interest in all properties in Smith County, Texas, in which Mary S. Willock owned a mineral and/or royalty interest and to which Mary S. Willock had title on April 23, 1969, whether or not such properties be included in the foregoing descriptions and whether or not the same be correctly described. These properties include but are not limited to the properties conveyed to Mary S. Willock by that certain instrument dated July 24, 1941, and recorded in Book 439 at Page 88 of the Deed Records of Smith County, Texas.

Reference is here made for all purposes to each and every instrument referred to herein.

EXHIBIT "A"

F. COUNTIES OF UPTON and CROCKETT

1. A tract of 640 acres, more or less, described as Section 1, Block A, Abstract 4156, Certificate 366, M.K. & T.E. Ry. Co. Survey, Crockett County, Texas.
2. A tract of 640 acres, more or less, described as 472 acres, more or less, in Section 3, Block A, Abstract 4157, Certificate 367, M.K. & T.E. Ry. Co. Survey, Crockett County, Texas, and as 168 acres, more or less, in Section 3, Block A, Abstract 1348, Certificate 367, M.K. & T.E. Ry. Co. Survey, Upton County, Texas.
3. A tract of 480 acres, more or less, described as Section 7 (E/2, SW/4), Block 2, Abstract 329, Certificate 344, M.K. & T.E. Ry. Co. Survey, Upton County, Texas.
4. A tract of 480 acres, more or less, described as Section 5 (E/2, SW/4), Block A, Abstract 341, Certificate 368, M.K. & T.E. Ry. Co. Survey, Upton County, Texas.
5. A tract of 640 acres, more or less, described as Section 1, Block 3-1/2, Abstract 342, Certificate 369, M.K. & T.E. Ry. Co. Survey, Upton County, Texas.

It is the intention of the Grantors, and each of them, to include in the above descriptions and to quitclaim all their interest in all properties in Upton and Crockett Counties, Texas, to which Mary S. Willock had title on April 23, 1969, whether or not such properties be included in the foregoing descriptions and whether or not the same be correctly described.

Agreement with Dads Association

12. b. Ratify the following Agreement with the Dads Association as stated therein.

Contract No. 158

AGREEMENT

Made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of Nineteen Hundred and Seventy-Six

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas hereafter named University and Texas Tech University Dads Association, Lubbock, Texas, hereafter named Association.

WHEREAS the University and the Association provide and make available certain services and benefits to each other, both parties desire to enumerate below such services and benefits:

ARTICLE I

The Association provides a much needed communication link with the parents of the University's students. Through its Association dues and contributions, it provides approximately twenty-six undergraduate scholarships annually. It also administers the Spencer A. Wells Faculty Awards each year. Annually the Association invites all parents (the entire family) of the University students to the University Campus to meet University Administrators and others, tour the University facilities and receive information about the growth and goals of the University. Also, they are invited to participate in many social activities while on campus. The Association sponsors the Athletic Hall of Honor which recognizes former Red Raiders and other similar programs.

ARTICLE II

The University provides the Association office space with office furniture and equipment, maintenance and utilities. Also it provides salaries, and fringe benefits, not to exceed the total amount of \$10,956 for the 1976-1977 year.

ARTICLE III

This agreement shall begin September 1, 1976 and shall terminate on August 31, 1977, unless terminated earlier by either party upon sixty (60) days written notice to the other party.

TEXAS TECH UNIVERSITY

By \_\_\_\_\_  
Clint Formby

Chairman, Board of Regents  
\_\_\_\_\_  
Title

TEXAS TECH UNIVERSITY  
DADS ASSOCIATION

By /s/ James G. Allen

Executive Director  
\_\_\_\_\_  
Title

\* \* \* \* \*

Agreement with Ex-Students Association

12. c. Ratify the following Agreement with the Ex-Students Association as stated therein.

Contract No. 156

AGREEMENT

made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Nineteen Hundred and Seventy Six

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, hereinafter named UNIVERSITY and Texas Tech University Ex-Students Association, Lubbock, Texas, hereinafter named ASSOCIATION.

WHEREAS the UNIVERSITY and the ASSOCIATION provide and make available certain services and benefits to each other, both parties desire to enumerate below such services and benefits.

ARTICLE I

The ASSOCIATION will maintain and make available to the UNIVERSITY, as mutually agreed to by the parties, selected records and statistical information about the UNIVERSITY'S ex-students. It will encourage the establishment of scholarships, loan funds, endowment and other gifts. The ASSOCIATION will also assist in the recruitment program for students, faculty and other personnel. In addition, the ASSOCIATION will provide and manage copying service installations at the currently approved locations on the campus of the UNIVERSITY.

ARTICLE II

The UNIVERSITY will provide the ASSOCIATION office space with maintenance and utilities in the Former President's Home. Also, it will provide funds for five clerical and secretarial positions and operating funds not to exceed the total amount of \$69,116 for the year 1976-77. Employees of the ASSOCIATION shall be eligible for participation in any of the group insurance programs of the UNIVERSITY at the expense of the employee and the ASSOCIATION.

ARTICLE III

This Agreement shall begin September 1, 1976, and shall terminate August 31, 1977, unless terminated earlier by either party upon sixty (60) days written notice to the other party.

TEXAS TECH UNIVERSITY

TEXAS TECH UNIVERSITY  
EX-STUDENTS ASSOCIATION

By: \_\_\_\_\_  
Clint Formby

By: \_\_\_\_\_

Chairman, Board of Regents  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\* \* \* \* \*

Location of Radio Transponder atop Business Administration Building

12. d. Approve request of the United States Air Force to locate a radio transponder atop the Business Administration Building for an indefinite period. The transponder is a unit, 48" x 48" x 12" and will be used to evaluate inertial navigation systems. It will be subject to removal upon a 72-hour notice by the University. It will not be visible from the ground level.

Official Publications

On Campus

12. e. Approve official bulletin, On Campus - A guide to Student Organizations, published as Vol. LII, January, 1975, No. 3. A copy of the bulletin has been mailed to all Regents.

Summer School Bulletin, 1976

12. f. Approve the Summer School Bulletin, 1976, published as Vol. VII, April, 1976, No. 5 as an official publication. The bulletin has been mailed to all Board members.

Undergraduate Catalog, 1976-1977

12. g. Approve the Undergraduate Catalog, 1976-1977, published as Vol. LII, June 1976, No. 6 as an official bulletin of the University. A copy of the catalog has been mailed to all Board members.

Code of Student Affairs, 1976-77

12. h. Approve the Code of Student Affairs 1976-77, published as Vol. LII, July, 1976, No. 7 as an official publication. The bulletin has been mailed to all Board members.

Holiday Schedule for 1976-77

12. i. Approve the Schedule of Holidays as listed below for the 1976-77 fiscal year.

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Holiday Schedule for the 1976-1977 Fiscal Year

1. State Legal Holidays which are observed by Texas Tech University on the regular Holidays:

Labor Day	Monday	September 6, 1976
Thanksgiving Day	Thursday	November 25, 1976
Memorial Day	Monday	May 30, 1977
Independence Day	Monday	July 4, 1977

2. In lieu of other State Legal Holidays which are not observed by Texas Tech University:\*

The Wednesday afternoon preceding Thanksgiving Day	November 24, 1976
The Friday following Thanksgiving Day	November 26, 1976
The Thursday preceding Christmas Day	December 23, 1976
The Friday preceding Christmas Day	December 24, 1976
The Monday preceding New Year's Day	December 27, 1976
The Tuesday preceding New Year's Day	December 28, 1976
The Wednesday preceding New Year's Day	December 29, 1976
The Thursday preceding New Year's Day	December 30, 1976
The Friday preceding New Year's Day	December 31, 1976
The Monday of Spring Break	March 21, 1977
The Tuesday of Spring Break	March 22, 1977
The Friday afternoon preceding Memorial Day	May 27, 1977

Administrative Offices specifically designated by the President will remain open on a partial staff basis on Friday, November 26, 1976; during the Christmas-New Year's Holiday, December 23, 1976 - December 31, 1976; and during the Spring Vacation, March 21-22, 1977.

An employee who is required to work and who does work on any of the designated holidays shall be entitled to compensating time off to be taken on such day as may be mutually agreed upon by the employee and his supervisor.

\* Article V, Section 6c, Senate Bill 52, Sixty-Fourth Legislature, 1975, authorizes the governing boards of the various educational institutions to adjust the actual observance of holidays so as to permit efficient academic schedules.

Leaves of Absence

12. j. Approve leave of absence without pay for Dr. W. J. Conover, Professor of Mathematics, for the academic year September, 1976 through May, 1977. The purpose for this request is to permit him to accept an appointment as a Visiting Professor at one of the nation's leading universities. The experience gained and the contacts made will enhance his ability to teach and direct research. Approval of this leave is recommended by Dr. Barnett and Dr. Johnson.

Approve leave of absence without pay for Dr. Richard A. McGowan, Assistant Professor of Music, for the second semester of the 1976-77 year. The purpose for this request is to enable him to work on a new book concerning Venetian music printing of the eighteenth century, and develop several other projects which are proving to be time consuming. Approval of this leave is recommended by Dr. Barnett and Dr. Johnson.



Out of Country Leaves

12. k. Approve a revised leave for Dr. Thomas I. Bacon, Associate Professor of Germanic and Slavic Languages, from June 14, 1976 to August 7, 1976, to go to Austria to accompany a group of students in summer foreign study program. The leave was approved in the Board meeting of April 1, 1976, page 40, and the only change is to decrease the amount of funds requested from \$201.00 to be paid from Account No. 12-C016-200000, to \$183.33 to be paid from Account No. 12-8517-200000.

Approve leave for Dr. Richard A. Bartsch, Associate Professor of Chemistry, from 5:00 p.m. September 10, 1976 to 6:00 p.m. September 25, 1976, to present a plenary lecture at the 1976 EUCHEM Conference in Pont-a-Mousson, France at their invitation. In addition, seminars on this subject will be presented at several other European universities. Such international communication of research conducted at Texas Tech University is most beneficial to the University. (All expenses paid)

Approve leave for Dr. Anson R. Bertrand, Dean of the College of Agricultural Sciences, from 7:30 a.m. May 5, 1976 to 4:00 p.m. May 7, 1976, to go to Durango, Mexico to check on-going research in La Ferreria. Contacts made and information gained will benefit Texas Tech University and the College of Agricultural Sciences in the research area. (Estimated cost \$265.00, Account No. 72-F137-200000)

Approve leave for Dr. Gary L. Blackmer, Associate Professor of Chemistry, from 7:15 a.m. June 16, 1976 to 11:40 p.m. June 28, 1976, to go to Vancouver, B.C. Canada. He will attend two scientific meetings; one in Laramie, Wyoming, and the other in British Columbia. He will present scientific research at a poster session. Knowledge gained at these meetings will be used in both teaching and research, and will improve his competency. (Estimated cost \$600.00, Account No. 22-C086 - 200001)

Approve leave for Dr. Roberto Bravo-Villarreal, Assistant Professor of Classical and Romance Languages, from 4:30 a.m. May 26, 1976 to 6:00 p.m. July 2, 1976, to go to San Luis Potosi, Mexico to plan, organize and direct the annual Mexico Field Course Program. This course offered there strengthens the graduate and undergraduate program in Spanish because it gives our students direct contact with the language and culture of Latin America. At the same time, he will collect materials to expand the courses in Spanish American literature and culture. (Estimated cost \$850.00, Account No. 12-C007-200000)

Approve leave for Dr. James R. Burns, Assistant Professor of Systems, from 8:00 a.m. August 13, 1976 to 12 Midnight August 29, 1976, to go to Patras, Greece to attend the International Conference on Information Sciences and Systems. He has been invited to present a paper in conjunction with the conference. Information gained will be of benefit and help to further the curriculum content of the Department of Systems, as well as the area of research. (Estimated cost \$1,000.00, Account No. 22-E543-200000, Western Electric Funds)

Approve leave for Dr. Robert G. Campbell, Associate Professor of Anthropology, from 8:00 a.m. June 1, 1976 to 6:00 p.m. July 10, 1976, to go to Cd. D.F. Mexico to direct and conduct the Anthropology Field Program in Mexico. The program is designed to offer and present Anthropological course work concerned with Mexico, and is scheduled for the entire summer session. (Estimated cost \$780.00, Account No. 12-7505-200000)

Approve leave for Dr. Dillford C. Carter, Executive Director of Academic Publications and the Graduate School, from 6:45 a.m. June 23, 1976 to 11:40 p.m. August 5, 1976, to travel to Zagreb, Yugoslavia, via New York, to conduct research on Yugoslav Islands under project funded by the Smithsonian Institution and the Yugoslav Government. Information gained will be used in research and teaching, and improve his competency in each. (No expense)

Approve leave for Dr. Orlo E. Childs, University Professor, from 8:00 a.m. July 2, 1976 to 5:00 p.m. August 4, 1976, to go to Vienna and Laxenburg, Austria to attend a conference on the Future Supply of Nature-Made Petroleum and Gas. This conference is sponsored by the United Nations Institute for Training and Research, and he will deliver a paper. He will also travel to Italy and Spain to visit earthquake sites and other sites of geological interest for the purpose of making slides to be used as visual aids in teaching. He was invited to participate by the United Nations, and his expenses will be met by them. (No expense)

Approve leave for Dr. Key Ray Chong, Associate Professor of History, from August 2, 1976 to August 8, 1976, to go to Mexico City to attend a meeting of the International Conference on Human Sciences in Asia and North Africa. He will hear learned papers of which the information will be incorporated into class lectures, and this participation will improve his competency in research and teaching. (Estimated cost \$250.00, Account No. 12-C026-200000)

Approve leave for Dr. Sydney P. Cravens, Assistant Professor of Classical and Romance Languages, from 4:30 a.m. May 26, 1976 to 6:00 p.m. July 2, 1976, to go to San Luis Potosi, Mexico to teach two courses of the field studies. (Estimated cost \$450.00, Account No. 12-C000-200000; \$200.00, Account No. 12-D007-200000; \$200.00, Account No. 22-T525-200000)

Approve leave for Miss Patricia G. Dolan, Research Assistant in the Graduate School, from 6:45 a.m. June 23, 1976 to 11:40 p.m. September 5, 1976, to go to Zagreb, Yugoslavia, via New York, to conduct research on Yugoslav Islands under project funded by the Smithsonian Institution and the Yugoslav Government. Information gained will be used in research toward the Ph.D. in Zoology, and improve her competency in research and teaching. (No expense)

Approve leave for Dr. Ira Cecil Felkner, Associate Professor of Biological Sciences, from 6:00 a.m. August 26, 1976 to 11:00 p.m. September 6, 1976, to go to Granada, Spain, to attend the third European Meeting on Bacterial Transformation and Transfection. He will present an original paper, and presentations to be given will be on the latest developments in an important area of microbial

genetics and molecular biology. Information gained from this meeting will be immediately integrated into courses he instructs. (Estimated cost \$600.00, Account No. 12-G001-200000; \$350.00, Account No. 12-C004-200000)

Approve leave for Dr. M. O. Hagler, Professor of Electrical Engineering, from 8:00 a.m. August 28, 1976 to 8:00 p.m. September 20, 1976, to go to Capri, Italy to present an original research paper at the 1976 International Optical Computing Conference. The paper is to appear in the Conference proceedings. The discussions resulting from its presentation will benefit the academic and research program in optics. Also, he will attend, by invitation as one of only 80 participants, a workshop on plasma heating in Varenna (Como) Italy. Participation in this workshop will be invaluable to research progress on NSF Grant GK-41094, Theoretical and Experimental Investigations of RF Plasma Heating. (Estimated cost \$200.00, Account No. 22-E099-200001; \$1,600.00, Account No. 12-E507-200000)

Approve leave for Mr. Peter L. Heller, Assistant Professor of Sociology, from 5:45 a.m. March 24, 1976 to 12 Midnight March 27, 1976, to go to Durango, Mexico to select interviewers and samples to be interviewed for University Research Grant #12-C549-200000, entitled "Class, Ethnicity, and Familism." (Estimated cost \$240.00, Account No. 12-C549-200000)

Approve leave for Mr. Peter L. Heller, Assistant Professor of Sociology, from 5:00 a.m. May 10, 1976 to 12 Midnight May 21, 1976 to go to Durango, Mexico to gather 100 interviews. (Estimated cost \$500.00, Account No. 12-C549-200000)

Approve leave for Dr. Robert A. Holwerda, Assistant Professor of Chemistry, from 8:00 a.m. June 20, 1976 to 9:00 p.m. June 27, 1976, to go to British Columbia, Vancouver, Canada to attend an international symposium on the Biological Aspects of Inorganic Chemistry. He will also discuss research plans with experts in the area of bioinorganic chemistry. Attendance and participation at these meetings will improve his competency in research and teaching. (Estimated cost \$450.00, Account No. 12-C006-200000)

Approve leave for Dr. Mitsuko Inano, Assistant Professor of Food and Nutrition, from 12:00 p.m. May 14, 1976 to 6:00 p.m. May 23, 1976, to go to Durango, Mexico. He is the Coordinator of the Mexico Field Experience Program for students in the College of Home Economics. His primary duties include supervision of participating students, and acting as the advisor to their field experiences. (Estimated cost \$200.00, Account No. 12-H000-200000)

Approve leave for Dr. Leonard E. James, Assistant Professor of Psychology, Rehabilitation Counselor Training Program, from 9:00 a.m. July 17, 1976 to 8:00 p.m. August 13, 1976, to go to the following countries for the appointments as enumerated: To attend the Twenty-First International Congress of Psychology in Paris, France; to attend the NATO International Conference on Coordination and Control of Group and Organizational Performance in Munich, Germany; to attend the 13th Congress of the International Association of Individual Psychology, Munich, Germany; to go to Amsterdam, Holland for a conference and program review of

the Center for Multiple Handicapped Children; to go to London, England for conferences and a program review of Thomas Coram Research Unit. Attending these conferences and meetings will improve his competency in research and teaching. (No expense)

Approve leave for Dr. Mary Elizabeth King, Acting Coordinator of Museum Science, from 8:00 a.m. May 28, 1976 to 8:00 a.m. June 21, 1976, to go to Washington, D. C. to attend meetings of the American Association of Museums, then on to Ottawa, Canada for the meeting of the ICOM International Committee of Natural History Museums. (Estimated cost \$600.00, Account No. 12-C031-200000)

Approve leave for Dr. R. A. Long, Professor of Animal Science, from 8:00 a.m. June 15, 1976 to 5:00 p.m. June 16, 1976 to go to Saskatoon, Saskatchewan, Canada to speak at Field Day, which is sponsored by the Livestock Division of Agriculture of the University of Saskatchewan. Contacts made and information gained will benefit our teaching and research projects. (No expense)

Approve leave for Dr. Robert W. Mitchell, Professor of Biological Sciences, from 2:00 p.m. May 14, 1976 to 11:00 p.m. June 4, 1976 to go to Pamul, Quintarzo, Mexico to study invertebrate marine animals. (Estimated cost \$300.00, Account No. 12-C004-200000)

Approve leave for Dr. Vernon W. Proctor, Professor of Biological Sciences, from 1:00 p.m. June 21, 1976 to 4:00 p.m. July 10, 1976, to go to Belize, Panama, and Columbia, as outlined in research proposal. Major objective is to sample Chara keneyeri population in Bator Lake (Canal Zone, Panama). This will improve the teaching and research effectiveness of the investigator. (Estimated cost \$1,500.00, Account No. 22-C116-200000, NSF Grant No. DEB 76-02271)

Approve leave for Dr. Gustavo M. Quesada, Associate Professor of Sociology, from 5:45 a.m. March 24, 1976 to 12 Midnight, March 28, 1976, to go to Durango, Mexico, to train interviewers and conduct field interviews for a Texas Tech University funded research investigating class, ethnicity and familism between Mexico, Brazil, and the United States. (Estimated cost \$240.00, Account No. 12-C549-200000)

Approve leave for Dr. Gustavo M. Quesada, Associate Professor of Sociology, from 9:00 a.m. May 11, 1976 to 12 Midnight May 20, 1976 to go to Durango, Mexico to train interviewers and to gather the Durango, Mexico data of the Texas Tech University funded comprehensive study between the United States, Mexico and Brazil. (Estimated cost \$315.00, Account No. 12-C549-200000)

Approve leave for Dr. Jerry D. Ramsey, Professor of Industrial Engineering, from 10:00 a.m. May 1, 1976 to 11:50 p.m. May 14, 1976 to go to Sao Paulo, Brazil to conduct seminars for Bureau International Labor Affairs, U. S. Department of Labor at Sao Paulo and Brazilia, Brazil. It will be of benefit to the University to be represented at these International seminars. (No expense)

Approve a revision in the leave for Dr. Richard Saeks, Associate Professor of Electrical Engineering, to include funding of \$500.00 from Account No. 22-E092-200000. This leave was originally approved in the Board meeting of April 1, 1976, Page 43.



Approve leave for Dr. Lorum H. Stratton, Associate Professor of Classical and Romance Languages, from 4:30 a.m. May 26, 1976 to 6:00 p.m. July 2, 1976, to go to San Luis Potosi, Mexico, to plan, organize and direct the annual Mexico Field Course Program. This course offered in Mexico strengthens the graduate and undergraduate programs in Spanish because it gives students direct contact with the language and culture of Latin America. (Estimated cost \$850.00, Account No. 12-C007-200000)

Approve leave for Dr. James H. Strickland, Assistant Professor of Mechanical Engineering, from 12:01 a.m. September 1, 1976 to 11:59 p.m. September 17, 1976, to go to Cambridge, England, Amsterdam, Netherlands, Copenhagen, Denmark, and Stockholm, Sweden. The purpose of this trip is to attend an International Symposium on Wind Energy Systems, and consult with other experts in this field which will enhance the emerging role of Texas Tech University and the State of Texas as leaders in the development of alternative energy sources such as wind energy. Both research and teaching activities associated with this program will be strengthened as a result of this trip. (Estimated cost \$1,250.00, Account No. 12-E013-200000)

Approve leave for Mr. William A. Stewart, Professor of Architecture, from 8:00 a.m. May 24, 1976 to 5:00 p.m. June 12, 1976, to go to Vancouver, British Columbia, to confer with individuals whose potential connections with the 'Aspironics Ambiente' projects are likely to have crucial significance. The occurrence of back-to-back conferences of the Environmental Design Research Association and the United Nations Conference on Human Settlements will provide valuable learning experiences useful to teaching. (Estimated cost \$200.00, Account No. 22-E502-200000; \$200.00, Account No. 12-E002-200000; \$200.00, Account No. 12-0018-200000)

Approve leave for Mr. Arthur Dudley Thompson, Professor of Architecture, from 7:00 a.m. May 23, 1976 to 8:00 p.m. May 31, 1976, to go to Saltillo, Coahuila, Mexico to attend an international symposium and present lectures on "Urbanism." Texas Tech will be the only North American participant. The interchange of ideas coming from the conference will be most useful for instructional purposes at Tech. (No expense)

Approve leave for Mrs. Virginia M. Thompson, Associate Professor of Architecture, from 7:00 a.m. May 23, 1976 to 8:00 p.m. May 31, 1976, to go to Saltillo, Coahuila, Mexico, to attend an international conference and present an original research paper. (No expense)

Approve leave for Dr. David M. Vigness, Professor and Chairman of History, from 3:00 p.m. May 28, 1976 to 10:00 p.m. May 30, 1976 to go to Monterrey, Mexico to participate in a program concerning the history of the wars of independence of Mexico and the United States. (No expense)

Approve leave for Dr. Welborn Willingham, Associate Professor of the College of Education, from 8:00 a.m. May 27, 1976 to 1:00 a.m. June 5, 1976, to go to Vancouver, British Columbia, to attend the annual convention of the American Society of Adlerian Psychology. He will present a paper, and attend a workshop. Texas Tech will benefit by his representation on the program, and it will enhance his teaching in the area of Counselor Education. (Estimated cost \$547.00, Account No. 12-T001-200000)

Approve leave for Dr. S. P. Yang, Professor and Chairman of Food and Nutrition from 8:00 a.m. August 2, 1976 to 5:00 p.m. August 17, 1976, to go to the Republic of China at their invitation to visit, for developing the research projects in food and nutrition. The trip will promote good will between the United States and the Republic of China. Information obtained from the trip will also aid his teaching and research at Texas Tech University. (No expense)

Approve leave for Dr. D. A. Howe, Associate Professor of Physics, from 1:00 p.m. September 15, 1976 to 8:00 a.m. September 23, 1976, to go to Pavia, Italy to report on research at an International Symposium on "Experimental Gravitation" and discuss other similar experiments with scholars from around the world. This research is directed toward the detection of gravitational radiation of cosmic origin and is being conducted in cooperation with the University of Western Australia, and the trip is being partially funded by them. Texas Tech will receive international recognition as a result of attendance, and presentation of the report. (Estimated cost \$500.00, Account No. 12-C035-200000)

Approve a revision of the leave for Dr. Henry J. Shine, Horn Professor of Chemistry, to include additional funding in the amount of \$250.00 from Account No. 22-C085-200001, on his leave to go to Hamburg, Germany. The original leave was approved in the minutes of February 5, 1976, page 36.

1976 Spring Commencement

12. 1. A copy of the Official Commencement Program for the 1976 Spring Graduation Exercises is attached below for record purposes.