

MINUTES OF A SPECIAL MEETING
THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS
JUNE 21, 1989

A special meeting of the Board of Regents of The University of Oklahoma was held in Room 101 of the College of Pharmacy Building on the Health Sciences Center Campus of the University beginning at 8:37 a.m. on Wednesday, June 21, 1989.

The following Regents were present: Regent Ronald H. White, M.D., Chairman of the Board, presiding; Regents Sarah C. Hogan, Charles F. Sarratt, Sylvia A. Lewis, Sam Noble, E. Murray Gullatt, and J. Cooper West.

The following executive officers were present: Dr. David Swank, Interim President of the University, Interim Vice President Donna M. Murphy, Chief Legal Counsel Fred Gipson, and Beth Wilson, University Affirmative Action Officer. Also present were Mr. Donnie Duncan, Mr. Robert E. Smith, Professor Dan Gibbens, Coach Gary Gibbs, Mr. Andy Coats, Mr. Glen Earley, and Mrs. Karen Thrailkill, Assistant Secretary of the Board of Regents.

Notice of the time, date, and place of this meeting was submitted to the Secretary of State, and the agenda was posted in the Office of the Board of Regents on or before 8:30 a.m. on June 20, 1989, both as required by 25 O.S. 1981, Section 301-314.

Regent Gullatt moved the Regents meet in executive session for the purpose of discussing Athletic Department personnel matters. The following voted yes on the motion: Regents White, Hogan, Sarratt, Lewis, Noble, Gullatt, and West. The Chair declared the motion unanimously approved. The Regents, Interim President Swank, Mr. Gipson, and Mrs. Thrailkill retired to the Dean's Conference Room in the same building for the executive session.

The meeting reconvened in regular session at 12:00 noon.

Regent Gullatt moved the Board accept the resignation of Barry Switzer as Head Football Coach and approve the settlement reached by Interim President Swank as follows:

"This agreement, made and entered into this ____ day of June, 1989, by and between the Board of Regents of The University of Oklahoma, Norman, Oklahoma (hereinafter 'Regents'), and Barry L. Switzer, 2811 Castlewood Drive, Norman, Oklahoma, (hereinafter 'Switzer');

"WITNESSETH:

"That Switzer has determined that it is in his best interests and in the best interests of The University of Oklahoma football program that he resign as its Head Football Coach;

"That the Regents have determined to accept the resignation tendered by Switzer, concurring in the wisdom of such; and

"That Switzer and the Regents have reached agreement as to the terms upon which such resignation shall be tendered and accepted, and further, the means by which the desired objects of each party may be achieved.

"NOW, THEREFORE, BE IT RESOLVED, that expressly in consideration of the foregoing premises, and the following mutual representations, promises, covenants, and understandings, the parties hereto do hereby agree with one another as follows:

"1. RESIGNATION. Switzer does by these presents tender his resignation from his position as Head Football Coach of The University of Oklahoma, and Regents hereby accept same. Such resignation is to be effective immediately, while Switzer's employment by the Regents shall continue on the terms hereinafter set forth.

"2. SPECIAL ASSISTANT. It is understood and agreed by the parties that from and after the resignation and through and including February 1, 1990, Switzer shall serve the University as Special Assistant to the Athletic Director.

"3. SALARY. It is understood and agreed that Switzer shall be paid on a monthly basis until and including February 1, 1990, with all regular payroll deductions being made therefrom, including retirement, F.I.C.A., and federal income tax withholding. Such payments, although monthly, shall be predicated upon his present current regular salary.

"4. FURTHER CONSIDERATION. It is further agreed that Switzer shall, commencing on March 1, 1990, be paid by the Regents a further monthly payment sum of \$7,250.00, without any deductions as aforesaid, with it being understood that such payments shall continue on the first day of each month thereafter, through and including June 1, 1990. It is also agreed, however, that on the latter date Switzer shall be paid by Regents a further, and final, lump sum consideration of \$145,000.00. It is expressly understood that all of the payments called for by this paragraph are unconditional.

"5. AUTHORITY. Each of the individual signatories hereto warrants to the other that he has the full right, power, and authority to bind himself or the party represented to the undertakings herein expressed.

"6. BINDING EFFECT. This Agreement shall be fully binding upon the respective heirs, successors, and assigns of the parties hereto.

"7. CONFIDENTIALITY. It is further understood and agreed that to the extent permitted by the law of the State of Oklahoma, either party may request that the contents of the Agreement shall remain confidential, and the other party shall be bound by such request.

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"8. APPLICABLE LAW AND COSTS. It is understood that this Agreement shall be interpreted according to the laws of Oklahoma; and if a dispute should arise between the parties which results in litigation, the prevailing party in such shall be entitled to an award of all the costs thereby incurred, including a reasonable attorney's fee.

"9. CAPTIONS. The captions set forth in this instrument are to assist in the reading thereof but are not to be construed as a part of the Agreement."

The following voted yes on the motion: Regents White, Hogan, Sarratt, Lewis, Noble, Gullatt, and West. The Chair declared the motion unanimously approved.

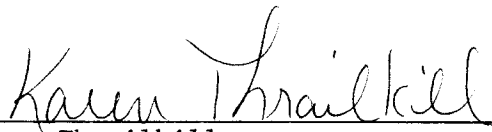
Regent Noble moved approval of hiring Gary Gibbs as Head Football Coach at The University of Oklahoma at an annual salary of \$88,000 and an expense allowance of \$5,000, effective immediately. The following voted yes on the motion: Regents White, Hogan, Sarratt, Lewis, Noble, Gullatt, and West. The Chair declared the motion unanimously approved.

Regent Noble moved for deferral of action on letters of intent for Donnie Duncan, Billy Tubbs, and Gary Gibbs until the July regular meeting of the Board. The following voted yes on the motion: Regents White, Hogan, Sarratt, Lewis, Noble, Gullatt, and West. The Chair declared the motion unanimously approved.

Regent Lewis moved to increase the annual salary for Basketball Coach Billy Tubbs to \$88,000 with an expense allowance of \$5,000, effective July 1, 1989. The following voted yes on the motion: Regents White, Hogan, Sarratt, Lewis, Noble, Gullatt, and West. The Chair declared the motion unanimously approved.

Regent White announced the settlement terms having to do with Coach Switzer's resignation will be read immediately following the meeting.

The meeting adjourned at 12:07 p.m.



Karen Thrailkill
Assistant Secretary of the Board of Regents