TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

MINUTES OF BOARD OF REGENTS MEETINGS

1983 - 1984

VOLUME I

MINUTES OF

BOARD OF REGENTS MEETING

November 18, 1983

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

Minutes

Board of Regents
November 18, 1983

M27. The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center met in regular session at 9:00 a.m. on Friday, November 18, 1983, in the Board of Regents suite on campus. The following Regents were present: Mr. Joe Pevehouse, Chairman, Mr. John E. Birdwell, Mr. Jerry Ford, Mr. Rex Fuller, Mr. Larry D. Johnson, and Mr. Wesley Masters. Regents absent were Mr. J. Fred Bucy, Dr. Nathan C. Galloway, and Mrs. Anne W. Sowell. University officials and staff present were: Dr. Lauro F. Cavazos, President; Dr. John R. Darling, Vice President for Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Eugene E. Payne, Vice President, Mrs. Marsha Barnes, Assistant Vice President, Office of Vice President for Finance and Administration; Dr. Marilyn Phelan, General Counsel; Dr. J. Knox Jones, Vice President for Research and Graduate Studies; Dr. Sam Richards, Vice President for Health Sciences Center; Mr. Robert L. Bray, Director of Office of Planning; Mrs. Bea Zeeck, Director of News and Publications; Ms. Peggy Nodurft, Director of News and Publications for Health Sciences Center; Mrs. Freda Pierce, Secretary of the Board; Mr. Jack P. Fenwick, Jr., Director of Facility Planning and Construction; Mr. Eric Williams, Director of Facilities and Planning Operations for Health Sciences Center; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs; Mr. Fred J. Wehmeyer, Associate Vice President for Physical Plant and Support Services; Mr. Clyde H. Westbrook, Assistant Vice President for Budget and Financial Services; Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Dr. J. Ted Hartman, Dean, School of Medicine; and Dr. Carl Stem, Dean, College of Business.

Others present were: Mr. Malouf Abraham; Mr. Robin Fred, University Daily; Mr. Pat Graves, Lubbock Avalanche-Journal; and Ms. Pam Baird, KAMC-TV.

M28. Chairman Pevehouse called the meeting to order, and asked Mr. Masters and Mr. Malouf Abraham to come to the front of the room. Mr. Masters then read and presented to Mr. Abraham the Distinguished Service Award in honor of the establishment of the Malouf and Iris Abraham Scholarship Fund in Business for the College of Business Administration.

M29. Chairman Pevehouse then read the following statement: "The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center now having been duly convened in open session, and Statutory notice of these meetings of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce Executive Sessions of the Board to be held in compliance with Article 6252-17, Texas Civil Statutes, and these Executive sessions are specifically authorized by Section 2 -

Paragraphs E, F, and G, of the Statute." The Board reconvened in open session at 9:40 a.m. at the conclusion of the meeting for Texas Tech University Health Sciences Center.

M30. Upon motion made by Mr. Fuller, seconded by Mr. Birdwell, the Minutes of the meeting of October 1, 1983, were approved.

M31. Mr. Ford reported for the Academic and Student Affairs Committee. The following three items (M32 through M34) constitute action taken upon committee recommendation.

M32. Upon motion made by Mr. Ford, seconded by Mr. Johnson, the following was approved: RESOLVED, that such officers, other than those required to be cleared, and all regents shall not require, shall not have, and can be effectively excluded from, access to all classified information in the possession of the university and do not occupy positions that would enable them to affect adversely the University's policies or practices in the performance of classified contracts or programs for the User Agencies. The following are the affected members of the Board of Regents of Texas Tech University: John E. Birdwell, J. Fred Bucy, Gerald J. Ford, Rex Fuller, Nathan C. Galloway, M.D., Larry D. Johnson, Wesley W. Masters, Joe Pevehouse, and Anne W. Sowell. BE IT FURTHER RESOLVED, that all previous designations of the Managerial Group are rescinded and that the Managerial Group is reconstituted with the membership consisting of the President, Vice President for Academic Affairs, Vice President for Research and Graduate Studies, and the Vice President for Finance and Administration.

M33. Upon motion made by Mr. Ford, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the Board ratifies administrative actions as follow: (1) Leaves of absence as listed, Attachment No. M1; (2) Conferral of degrees at the December 16, 1983 Commencement to candidates certified by the faculty, by the deans of the various colleges and schools, and the registrar; and (3) The Center for Applied Research in the Language Arts (in the College of Education).

M34. Mr. Ford reported that academic achievement reports and planning statements from the Colleges of Arts and Sciences and Engineering were heard during the committee meeting.

M35. Mr. Birdwell reported for the Finance and Administration Committee. The following ten items (M36 through M45) constitute action taken upon committee recommendation.

M36. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the budget adjustments for the period August 1, 1983, to September 30, 1983, as attached; Attachment No. M2.

M37. Upon motion made by Mr. Birdwell, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the assessment and collection of a diploma fee of $10.00, effective with the 1984 spring semester.

M38. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the awarding of a Cash Investment Contract to American National Bank, Amarillo, Texas; Texas Commerce Bank, Amarillo, Texas; Texas Commerce Bank, Arlington, Texas; Citizens State Bank, Anton, Texas; Allied Lakewood Bank, Dallas, Texas; Dallas International Bank, Dallas, Texas; First Wichita National Bank, Wichita Falls, Texas; Reunion Bank, Dallas, Texas; and InterFirst Bank-Las Colinas, Irving, Texas, and authorizes the President of Texas Tech University to contract with these banks for the period beginning November 18, 1983, and extending for an indefinite period of time with termination of the contract at the option of either the University or the Bank or by mutual consent of both parties.

M39. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the attached revision to Board Policy No. 04.11 relating to limits on time deposit investments in individual banks; Attachment No. M3.

M40. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was unanimously approved: RESOLVED, that the attached Board policy on nepotism be approved; Attachment No. M4.

M41. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to sell land described as Lots 1-10, inclusive, of the Dingus Addition to the City of Lubbock, Lubbock County, Texas.

M42. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that the agreement with Texas Tech University Foundation as needed to comply with the provisions of Senate Bill 772 and House Bill 622, be approved; Attachment No. M5.

M43. Upon motion made by Mr. Birdwell, seconded by Mr. Johnson, the following was approved: RESOLVED, that administrative actions relative to signature authorization is approved as attached; Attachment No. M6.

M44. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the authorization for the Chairman of the Board to execute the property deed for the sale of land located in the Ellwood Addition to the City of Lubbock, Lubbock County, Texas, which has been sold to Mrs. Rose Alice Thompson.

M45. Mr. Birdwell reported that some of the topics reviewed and discussed in the Finance and Administration Committee meeting were as follow: (1) A status report of the Tuition Revenue Bonds sale, which sale will be considered in January, 1984, by this Board; (2) Heard a review of the implementation of the new computerized system for student information; (3) Information concerning the status and requirements for the implementation of the new Financial Management Information system. This is a project which the committee has worked on with administration for the last eighteen months. We encouraged the administration to take the necessary action to implement this high priority project by September 1, 1984;

(4) Reviewed a concept suggested by the administration on an endowment investments advisory committee; (5) Heard a new proposal on the co-generation of electricity. The Committee responded to the administration's request for guidance on alternate ways of approaching this project.

M46. Mr. Masters reported for the Campus and Building Committee. The following ten items (M47 through M56) constitute action taken upon committee recommendation.

M47. Upon motion made by Mr. Masters, seconded by Mr. Ford, the following was approved: RESOLVED, that the bid of Knox, Gailey and Meador, Inc., in the amount of $265,419 is accepted for the heating, ventilation and air conditioning systems in the Housing Office, and the President is authorized to duly execute a contract; further the project budget is re-established at $288,419.

M48. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the former Housing Office be named the Office of Development.

M49. Upon motion made by Mr. Masters, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the bid of Knox, Gailey and Meador, Inc., in the amount of $1,420,000 is accepted for the construction of Campus-South Utilities Tunnel Interconnect and the President is authorized to duly execute a contract.

M50. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes proceeding with contract documents and the receipt of bids for the installation of a new fire and smoke alarm system in Stangel/Murdough Residence Hall.

M51. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes proceeding with contract documents and the receipt of bids for the renovation of bathrooms in Murdough Residence Hall.

M52. Upon motion made by Mr. Masters, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes proceeding with contract documents and the receipt of bids to replace the air washer units in the kitchen of Bledsoe/Gordon Residence Halls.

M53. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the bid of Armstrong Mechanical, Inc., in the amount of $255,510 is accepted for the modification of heating, ventilation and air conditioning system of the Mathematics Building and the President is authorized to duly execute a contract. FURTHER RESOLVED, that the total project budget is established at $286,510.

M54. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the bid of Pharr & Pharr Enterprises in the amount of $460,000 is accepted for the Livestock Arena reconstruction and the President is authorized to duly execute a contract.

M55. Upon motion made by Mr. Masters, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to proceed with planning and the appointment of Ron Sebring as Project Architect to provide plans, specifications and supervision for the construction of an addition to the Texas Tech Press. FURTHER RESOLVED, that the total project budget is established at $500,000.

M56. Upon motion made by Mr. Masters, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board ratifies administrative actions on acceptance dates as attached; Attachment No. M7.

M57. Mr. Johnson reported for the Development Committee the information provided regarding gifts and grants.

M58. Mr. Fuller reported for the Athletics Committee. Upon motion made by Mr. Fuller, seconded by Mr. Masters, the following was unanimously approved: RESOLVED, that the attached revision to Board Policy No. 10.01, Governance and Control of Intercollegiate Athletics, be adopted; Attachment No. M8.

M59. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

Attachments (November 18, 1983)

M1. Leaves of Absence; Item M33.
M2. Budget adjustments for August 1 to September 30, 1983; Item M36.
M3. Revision to Board Policy No. 04.11 relating to limits on time deposit investments in individual banks; Item M39.
M4. Board Policy on nepotism; Item M40.
M5. Agreement with Texas Tech University Foundation; Item M42.
M6. Signature authorization; Item M43.
M7. Acceptance dates; Item M56.
M8. Revision to Board Policy No. 10.01, Governance and Control of Intercollegiate Athletics; Item M58.

I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of Texas Tech University Board of Regents meeting on November 18, 1983.

(Mrs.) Freda Pierce, Secretary

SEAL

November 18, 1983

Approve leave of absence without pay for Professor Murl Larkin, in the School of Law for the period January 16, 1984, through May 31, 1984. He has been invited to teach at the University of Arkansas at Little Rock School of Law as a Visiting Distinguished Professor of Law, which will be beneficial to himself as well as the university.

Approve leave of absence without pay for Dr. Harold E. Dregne, Horn Professor in the Department of Plant and Soil Sciences and Coordinator, Special Projects, ICASALS, for the period February 1, 1984, through December 31, 1984. This leave is requested in order that Dr. Dregne might work for the U.S. Agency for International Development in Washington, D.C. on a special assignment in the Science and Technology Bureau. This experience will be of professional benefit to Dr. Dregne and of subsequent benefit to Texas Tech University.

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (8/1/83 - 9/30/83)

NO.	ACTIVITY	SOURCE OF FUNDS OTHER	SOURCE OF FUNDS INCOME	EXPENSE	REMARKS
Board Approval: None					
Board Ratification:					
	Restricted Funds:				
322614	A Determination and Comparison of Desertification Processes on Cropped and Grazed Semiarid Lands	$ 0	$180,498	$180,498	Initial Grant from U.S. Department of Agriculture to support a multidisciplinary study of Desertification Processes
	Subtotal, Restricted Funds	$ 0	$180,498	$180,498	
	TOTAL RATIFICATION:	$ 0	$180,498	$180,498	
	Grand Total-TTU	$ 0	$180,498	$180,498	

04.11
Investments of Local Funds of Texas Tech University*

(1) All cash investments must be fully collateralized as required in Section 51.003 (c) of the Texas Education Code.

~~(1)~~ (2) The primary investment of local cash shall be in bank(s) selected for that purpose by the Board of Regents.

(3) On any given day, no depository bank shall have institutional funds on deposit in an amount which exceeds any one of the following limits:

a. 25% of the total funds available for investment by the University, or

b. Based upon the bank's latest regularly published statement of financial condition:

(i) 15% of its total deposits;

(ii) An amount equal to the sum of its capital, permanent surplus, retained earnings, and reserves.

This policy shall not be construed to establish a commitment and/or guarantee on the part of Texas Tech University to deposit any particular amount in any one bank. The Investment Officer is authorized to develop institutional guidelines which may employ other criteria to establish limits on the total amount of deposits in any bank. Such guidelines, however, shall not allow the total deposits in any bank to exceed the limits otherwise established under this policy.

~~(2)~~ (4) If not prohibited by contract or statute, the Investment Officer may invest cash in 100% guaranteed securities of the United States Government or State of Texas or deposits in other financial institutions provided such are fully collateralized in accordance with law.

~~(3)~~ (5) This policy does not preclude acceptance and retention of non-guaranteed securities as gifts to the institution. The Investment Officer shall manage and safeguard such securities in their original form, but upon partial or total disposition must invest the proceeds in accordance with this policy.

* Board Minutes, TTU, August 3, 1979, revised November 18, 1983

04.11
Investments of Local Funds of Texas Tech University*

~~(4)~~ (6) The Investment Officer shall have the authority to delegate other institution employees the authority to deposit, withdraw, invest, transfer or otherwise manage local funds provided such written authority is filed with the President and Secretary of this Board.

~~(5)~~ (7) The Investment Officer shall at the first meeting of this Board following the beginning of each fiscal year present a report of the investments of the institution during the preceding fiscal year. ~~The report shall include the date of deposit, purchase or receipt of the investment, amount, stated rate of return, if applicable, date of withdrawal, sale or other disposition, and disposition of proceeds.~~ The report will ~~also~~ summarize all investment activity for the year along with total investment income and annual investment rate of return. The Board of Regents of Texas Tech University designates the Vice President for Finance and Administration as Investment Officer.

* Board Minutes, TTU, August 3, 1979, revised November 18, 1983

04.
Nepotism (Appointment of Relatives)

(1) Whenever an appointment is made, either on a full or part-time basis, it shall be made on the basis of the qualifications and suitability of the appointee, subject to applicable statutes and subject to the provisions of this Board policy.

(2) In accordance with the provisions of Article 5966, Vernon's Civil Statutes, no person related within the second degree of affinity or the third degree of consanguinity to any member of the Board of Regents or to the President shall be eligible for appointment to any position in Texas Tech University when the compensation therefor is paid from any public funds.

(A) The above does not apply to any employee who has been continuously employed for two years or more prior to appointment of a member to the Board of Regents or to the President who is related to the employee within a prohibited degree, and it does not apply to non-remunerative positions.

(B) Any employee who has been continuously employed for less than two years prior to the appointment of a member to the Board of Regents or to the President who is related within a prohibited degree will be terminated.

(C) Persons related within the prohibited degrees are shown on the chart attached to this policy.

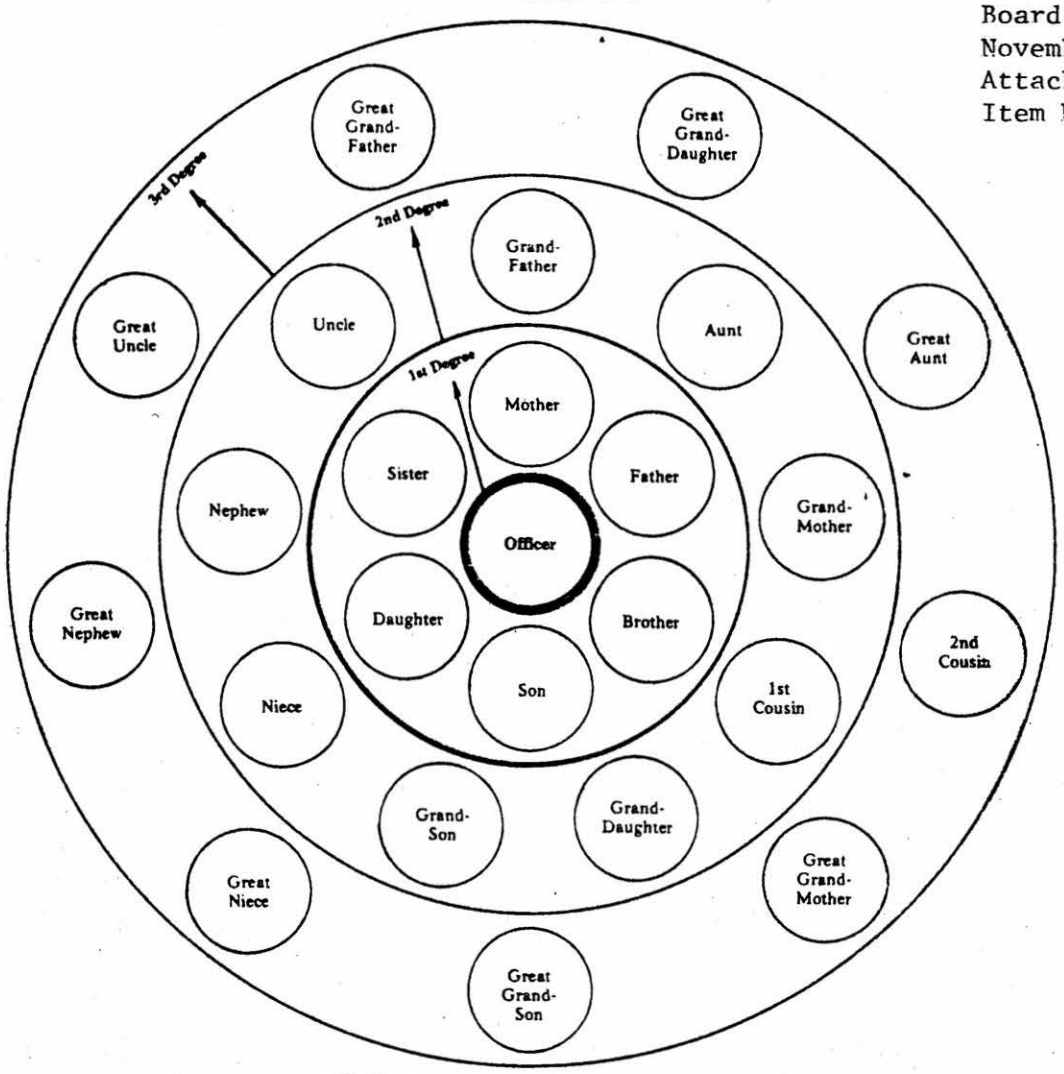
(3) No person shall be eligible for initial appointment to a position in an area of responsibility over which an administrator has appointive authority in whole or in part when the person is related to the administrator within a prohibited degree. Exceptions to this restriction to the initial appointment of a person may be made only by the Board of Regents upon recommendation of the President and then only when the administrator in question does not directly supervise the person to be appointed.

(4) If the reappointment, reclassification, reassignment, or promotion of an employee places the employee under an administrative supervisor who is related within a prohibited degree, all subsequent personnel and compensation actions effecting the employee shall become the responsibility of the next higher administrative supervisor.

(A) The provisions of this subsection shall apply to situations where two employees marry and one spouse is the administrative supervisor of the other.

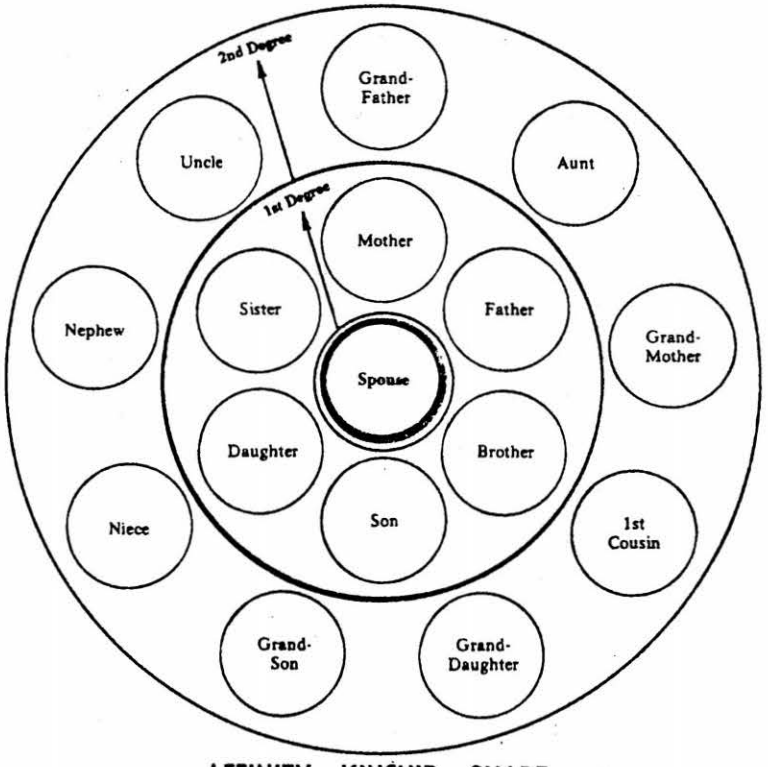
(B) All instances where an employee marries an administrative supervisor or is placed under the administrative supervision of a relative within the prohibited degree will be reported to the Board as an information item.

Attachment - Chart



CONSANGUINITY KINSHIP CHART

Figure 1



AFFINITY KINSHIP CHART

AGREEMENT BETWEEN TEXAS TECH UNIVERSITY AND TEXAS TECH UNIVERSITY FOUNDATION

AGREEMENT

Made this _____ day of _____ in the year Nineteen Hundred and Eighty-Three.

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, hereinafter named UNIVERSITY and Texas Tech University Foundation, hereinafter named the FOUNDATION. WHEREAS the UNIVERSITY and the FOUNDATION provide certain services and benefits to each other, and WHEREAS the UNIVERSITY and the FOUNDATION work together to promote the teaching, research, and public service activities of the UNIVERSITY, both parties desire to enumerate below such services and benefits. BE IT THEREFORE RESOLVED THAT:

ARTICLE I

The FOUNDATION will, as directed in its constitution and charter, work to assist in providing and making available to the UNIVERSITY and its students and faculty assets to accomplish the goals and objectives of the UNIVERSITY. The FOUNDATION will function essentially as a fiduciary entity on behalf of the donor of a gift, and the UNIVERSITY program or activity to be funded by the gift. The FOUNDATION will seek to perform those functions which the UNIVERSITY cannot provide itself. The UNIVERSITY will assist the FOUNDATION by providing space, facilities, equipment, and staff for performing certain ministerial services. FOUNDATION offices will be located on the UNIVERSITY campus.

ARTICLE II

The Board of Directors of the FOUNDATION and the Board of Regents of the UNIVERSITY must assure that the activities of the FOUNDATION in support of the UNIVERSITY are consistent with the UNIVERSITY'S objectives, goals, and priorities. Therefore, the UNIVERSITY President will be responsible for assuring the proper allocation and utilization of resources made available through the FOUNDATION. Furthermore, a dean, vice president, or other principal UNIVERSITY administrator designated by the FOUNDATION Treasurer must serve as a signatory on each FOUNDATION account. In no instance is a FOUNDATION account to be used to circumvent the UNIVERSITY'S policies, procedures, and accountability standards.

At least twice a year, the UNIVERSITY President and the Vice President for Development will report to the FOUNDATION on the fund-raising activities of both the UNIVERSITY and the FOUNDATION. At least twice a year, the UNIVERSITY President and the Treasurer of the FOUNDATION will provide a complete financial report to the FOUNDATION on the allocation and utilization of resources made available through the FOUNDATION.

The Treasurer will provide UNIVERSITY officers who are responsible for the individual FOUNDATION accounts with monthly reports (Monthly Ledger Sheets) of the accounts for which they are responsible.

At the close of each fiscal year, an independent firm of certified public accountants will be retained by the FOUNDATION to audit all funds and to render a report to the Board of Directors of the FOUNDATION and to the Board of Regents of the UNIVERSITY.

ARTICLE III

FOUNDATION funds will be receipted, accounted, and disbursed within the UNIVERSITY'S accounting system as Agency Funds. Agency Funds are those funds belonging to another agency for which the UNIVERSITY serves as trustee. The Foundation's available cash will be invested by the Treasurer within the UNIVERSITY'S cash investment program, with all interest earnings credited to the FOUNDATION. Except for endowments and certain restricted accounts, earnings from investments normally accrue to the General Operating Fund of the FOUNDATION. With the concurrence of the Board of Regents, the FOUNDATION may also elect to use other investment programs which may not be available to the UNIVERSITY.

ARTICLE IV

Disbursements from FOUNDATION accounts will be supervised by the Treasurer and will be made only for expenditures consistent with the explicit purposes for which the accounts were established and the restrictions of the donors. Full documentation will be required for each disbursement.

Salary payments, non-cash gifts, and/or supplementation of any UNIVERSITY employee must be approved by both the UNIVERSITY President and the Board of Directors of the FOUNDATION and reported to the UNIVERSITY chief fiscal officer annually.

ARTICLE V

The Chairman of the Board of Directors of the FOUNDATION is the chief executive officer of the FOUNDATION.

ARTICLE VI

The Vice President for Development of Texas Tech University shall be the chief administrative officer for the FOUNDATION. He will report to the Board of Directors for FOUNDATION business. He will formulate and manage fund-raising programs in which the FOUNDATION participates. He will be responsible for: FOUNDATION and UNIVERSITY donor relations; public relations of the FOUNDATION; development of case statements for fund-raising; management of fund-raising campaigns; the processing of gift receipts; and, development and management of an approval process to be used by UNIVERSITY staff prior to approaching major donors and or other foundations.

The chief administrative officer of the FOUNDATION will prepare a monthly list of all gifts received by the FOUNDATION. This will include identification of the donor (unless donor specifically requests strict confidentiality), donor address, amount of gift, purpose, restrictions, and whether the gift is a matching gift. This report will be submitted to the UNIVERSITY Development Office.

ARTICLE VII

The Vice President for Finance and Administration of Texas Tech University shall be the Treasurer of the FOUNDATION and the custodian of all funds and financial records for the FOUNDATION. He will report to the Board of Directors for FOUNDATION business. He will see that systematic accounts are kept and other such financial reports as requested by the Board of Directors are made. The Treasurer is responsible for: management and safeguarding of all securities and other assets of the FOUNDATION: the deposit, withdrawal, investment, and transfer of all funds, securities, and other assets; and, budgeting of funds.

ARTICLE VIII

The allocation and budgeting of unrestricted funds is to be determined by the Budget Approval Committee. The Budget Approval Committee shall consist of the Chairman of the FOUNDATION, the Chairman of the Board of Regents, and the President of the UNIVERSITY. Resources raised by other support organizations (e.g., Dads Association, Red Raider Club, etc.) and for which the FOUNDATION may serve as a Trustee of the funds shall be allocated by the restrictions of the donor and by the support organization. Restricted gifts shall be allocated by the restrictions of the donor and by the UNIVERSITY President. The procedures used for the allocation and budgeting of funds shall be those described in Addendum I.

The allocation, expenditure, and transfer of all resources will be reported to the Board of Directors regularly by the President and the Treasurer. The Treasurer will assure that all expenditures, irrespective of the allocation process, are consistent with state law, and the charter of the FOUNDATION.

ARTICLE IX

This agreement shall begin _____ and shall continue for an indefinite period; however, either party hereto may terminate this agreement by giving 90 days written notice to the other party. At the termination of this agreement, the two parties will mutually agree upon the disposition of all gift funds which have been acquired since the execution of this agreement with such gifts either being retained in the FOUNDATION or transferred to the UNIVERSITY.

_____
Chairman, Board of Regents
Texas Tech University

_____
Chairman, Board of Directors
Texas Tech University
Foundation

ADDENDUM I

THE ALLOCATION AND BUDGETING OF FUNDS FOR SUPPORT OF THE UNIVERSITY THROUGH THE TEXAS TECH UNIVERSITY FOUNDATION

This addendum defines the responsibilities and procedures for the allocation and budgeting of funds available through the Texas Tech University Foundation.

1. Overall Responsibilities and Procedures

   a. The annual budget and allocation of funds must be approved by the Budget Approval Committee of the Foundation. Unrestricted funds may not be expended prior to the approval of a budget.

   b. Requests for Foundation funds shall be handled as follows:

      (1) Proposals and requests from the Foundation Board of Directors for the expenditure of unrestricted funds shall be submitted directly to the Budget Approval Committee.

      (2) Proposals and requests from all University faculty, staff, and students for the expenditure of unrestricted funds are to flow through regular administrative channels to the divisional Vice President. Requests are forwarded to the Vice President for Finance and Administration for review and to the President for consideration. Those which involve potential fund-raising activities are forwarded to the Vice President for Development prior to submittal to the Vice President for Finance and Administration. Requests approved by the President are submitted to the Budget Approval Committee for final approval.

   c. All proposals for fund raising programs for the Foundation originating from University faculty, staff, and students are to be reviewed by the Vice President for Development (VPD) and approved by the President before presentation to the Board of Directors of the Foundation for approval.

   d. The University Development Office is responsible for Foundation fund raising and all direct communication with donors. The Development Office performs the initial functions in the receipting of funds.

   e. The University Fiscal Office is responsible for all accounting and disbursement of these funds.

2. General Funds (Unrestricted Funds)

a. General funds are those unrestricted funds which are available for discretionary use in supporting programs and requirements for which other University funds may not be available. The final allocation of these funds is set by the Budget Approval Committee.

b. To the greatest extent possible, expenditures are planned on an annual basis through the budgeting process. An example of an annual budget is included in Attachment A.

c. During the year, the VPFA collects information on needs for these funds (from the President and other administrators). In May of each year, the VPFA, with the assistance of the Budget Office, prepares an estimate of income and expenses to be paid from these funds for the succeeding fiscal year. A draft budget is presented to the President. The President, in consultation with the Vice President for Finance and Administration and the Vice President for Development, will make a final decision on budgeting recommendations to be made to the Budget Approval Committee. The Board of Directors of the Foundation may submit requests for unrestricted funds directly to the Budget Approval Committee.

d. The President, the VPFA, and the VPD will review budget levels with the Budget Approval Committee. The Committee will approve the final allocation of these funds.

e. Copies of the approved budgets will be distributed by the VPFA to account managers by August 15th. The VPFA will provide the Chairman of the Board of Regents, the Chairman of the Finance Committee of the Board of Regents, and the President of the University a report of Allocation of Unrestricted Funds at the next scheduled Board meeting.

f. Requests for budget adjustments to unrestricted fund accounts will be submitted by way of a memorandum from the responsible account manager to the VPFA. The VPFA may approve adjustments of $1,000 or less. The President may approve adjustments of $5,000 or less. Adjustments of $5,001 or more require approval of the Budget Approval Committee. All budget adjustments are reported regularly to the Board of Regents and the Board of Directors of the Foundation.

3. Other Funds (Restricted Funds)

a. "Other funds" are restricted funds whose use has already been designated by the donor, or funds set up on a long-term basis on the approval of the President and the Board of Directors of the Foundation (e.g., a quasi-endowment). Account managers for other funds will submit budget requests and/or budget adjustment requests for existing accounts on an Operating Budget form to the

Budget Office as needed. These requests will be acted on after certification by the Budget Office as to the availability of funds and propriety of use of funds, and after approval by the VPFA. The VPFA is authorized to approve automatic rebudgeting of year-end fund balances for expenditure in the following fiscal year for accounts in this category.

b. A University department head who wishes to establish a new restricted fund account in the Foundation should contact the University Development Office for guidance (the Development Office receipts all gift funds to the Foundation). A request for a new account can then be submitted by the Development Office to the Assistant Vice President for Investments and Operations Analysis for the University who will work with the Budget Office to develop an accounting document to set up the account. The document is approved by the Vice President for Finance and Administration. Following approval, the Budget Office, in coordination with the Accounting Services Office, establishes the new account.

Attachment: A--Example of annual budget

EXAMPLE A

TEXAS TECH UNIVERSITY FOUNDATION
ANNUAL BUDGET
FY 1984

Members of the Texas Tech University Foundation
Ladies and Gentlemen:

Presented herewith is the annual budget for the Foundation for the Fiscal Year which begins September 1, 1983 and ends August 31, 1984. Estimated cash expenditures for all current funds have been included.

Recommended expenditures were reviewed and approved by the Chairman of the Foundation Board, the Chairman of the Board of Regents, and the President of the University.

Approved: _____
Lauro F. Cavazos, President, Texas Tech University

Approved: _____
Charley Pope, Chairman, Texas Tech University Foundation

Approved: _____
Joe R. Pevehouse, Chairman, Texas Tech University

Board Minutes
November 18, 1983
Attachment No. M5, pg. 8
Item M42

SCHEDULE A

SUMMARY OF ESTIMATED CASH INCOME AND BUDGET REQUIREMENTS FOR CURRENT FUNDS

TEXAS TECH UNIVERSITY FOUNDATION

Category/Accounts	Original Estimate					Adjustments		
	Balance 9/1/83	Income FY 1984	Total Available	Budget FY 1984	Balance 8/31/84	Income	Budget	Balance 8/31/84
Unrestricted Fund Accounts								
President's Council/Institutional Planning & Development	87,000	130,000	217,000	115,000	102,000			
Unrestricted Interest Earnings	334,000	62,800	396,800	89,350	307,450			
Other Unrestricted Gifts and Income	359,737	32,100	391,837	36,072	355,765			
Total - Unrestricted	780,737	224,900	1,005,637	240,422	765,215			
Restricted Fund Accounts								
Endowments	513,170	162,830	676,000	128,080	547,920			
Other:								
Agricultural Sciences	4,992	7,500	12,492	9,000	3,492			
Arts and Sciences	31,549	25,150	56,699	24,935	31,764			
Business Administration	33,785	82,000	115,785	70,300	45,485			
Education	5,000	5,600	10,600	8,200	2,400			
Engineering	104,005	33,700	137,705	37,160	100,545			
Home Economics	18,600	20,800	39,400	14,200	25,200			
School of Law	2,700	3,000	5,700	4,000	1,700			
Graduate School	4,500	2,800	7,300	2,000	5,300			
Other Academic	37,928	12,700	50,628	2,650	47,978			
Other Restricted	124,480	88,820	213,300	93,650	119,650			
Undesignated	13,855	0	13,855	0	13,855			
Total - Restricted	894,564	444,900	1,339,464	394,175	945,289			
Grand Total - Current Funds	1,675,301	669,800	2,345,101	633,597	1,711,504			

SCHEDULE B

ESTIMATED CASH INCOME AND BUDGET REQUIREMENTS BY ACCOUNT - CURRENT FUNDS

TEXAS TECH UNIVERSITY FOUNDATION

Category/Accounts	Original Estimate					Adjustments		
	Balance 9/1/83	Income FY 1984	Total Available	Budget FY 1984	Balance 8/31/84	Income	Budget	Balance 8/31/84
Unrestricted Fund Accounts								
President's Council/Institutional Planning & Development								
F105 President's Council Expense				25,000				
F115 Director of Public Affairs Fund				7,500				
F121 President's Operating Account				10,000				
F122 President's Salary Supplement				34,000				
F125 Institutional Planning and Development	87,000	102,000	217,000	18,000	102,000			
F126 Official University Functions				10,000				
F--- Faculty Mini-Development Leaves				8,000				
F--- Scholarships				2,500				
Subtotal - Planning and Development	87,000	130,000	217,000	115,000	102,000			
Unrestricted Interest Earnings								
F103 Director of University News Fund				800				
F112 Director of Planning Fund				1,000				
F113 VP for Academic Affairs Fund				6,500				
F114 VP for Student Affairs Fund				3,550				
F116 VP for Finance and Administration Fund				4,500				
F117 VP for Research and Graduate Studies Fund				3,500				
F119 VP for Development Fund				17,000				
F120 Foundation Operating Account				6,000				
F124 General Time Deposit Interest	334,000	62,800	396,800	10,000	307,450			
F141 General Counsel's Fund				1,000				
F142 Board of Regents Operating Fund				4,500				
F--- General University Operating Expense				1,000				
F--- General Foundation Operating Expense				30,000				
Subtotal - Interest Earnings	334,000	62,800	396,800	89,350	307,450			

SCHEDULE B

ESTIMATED CASH INCOME AND BUDGET REQUIREMENTS BY ACCOUNT - CURRENT FUNDS

TEXAS TECH UNIVERSITY FOUNDATION

Category/Accounts		Original Estimate					Adjustments		
		Balance 9/1/83	Income FY 1984	Total Available	Budget FY 1984	Balance 8/31/84	Income	Budget	Balance 8/31/84
Other Unrestricted Income									
F132	Unrestricted Oil & Gas Leases	227,615	30,000	257,615	31,885	225,730			
F140	C. B. Jones - Planning and Development	128,025	1,900	129,925	50	129,875			
F145	B. J. Pevehouse Fund	1,692	200	1,892	0	1,892			
F147	Challenge for the Eighties	3,487	0	3,487	3,487	0			
F159	Woodward Property	(896)	0	(896)	500	(1,396)			
F520	Caviness - Grantham Plant	(186)	0	(186)	150	(336)			
	Subtotal - Other Unrestricted Income	359,737	32,100	391,837	36,072	355,765			
	Total - Unrestricted Funds	780,737	224,900	1,005,637	240,422	765,215			
Restricted Fund Accounts									
Endowments									
F107	Eva Browning Music Fund	144,772	14,700	159,472	18,000	141,472			
F109	Kathrine Park Fund	32,920	2,800	35,720	0	35,720			
F111	Eva Browning Scholarships	25,033	2,250	27,283	2,100	25,183			
F135	C. B. Jones - Museum Fine Arts	252,000	22,000	274,000	15,000	259,000			
F151	Underwood Residence	18,413	1,700	20,113	500	19,613			
F152	E. R. & J. A. Smith Endowment	8,074	900	8,974	0	8,974			
F154	Rauls Endowment	17,330	1,500	18,830	0	18,830			
F158	Rushing Endowment	0	2,729	2,729	2,729	0			
F159	Stettner Endowment	0	16,800	16,800	16,800	0			
F512	Herlin Endowment	1,067	500	1,567	0	1,567			
F513	Carter Memorial Fund	951	951	1,902	951	951			
F516	Maddox Foundation Endowment	0	24,000	24,000	0	24,000			
F517	Hunter Cost of Education	7,610	0	7,610	0	7,610			
F518	F. M. Burke Chair in Taxation	5,000	72,000	77,000	72,000	5,000			
	Subtotal - Endowments	513,170	162,830	676,000	128,080	547,920			

SCHEDULE B

ESTIMATED CASH INCOME AND BUDGET REQUIREMENTS BY ACCOUNT - CURRENT FUNDS

TEXAS TECH UNIVERSITY FOUNDATION

Category/Accounts	Original Estimate					Adjustments		
	Balance 9/1/83	Income FY 1984	Total Available	Budget FY 1984	Balance 8/31/84	Income	Budget	Balance 8/31/84
Other Restricted								
Agricultural Sciences								
F160 Agricultural Sciences Fund for Excellence	4,500	7,500	12,000	9,000	3,000			
F221 Animal Science Fund for Excellence	492	0	492	0	492			
Subtotal - Agricultural Sciences	4,992	7,500	12,492	9,000	3,492			
Arts and Sciences								
F161 Arts & Sciences Fund for Excellence	8,500	7,300	15,800	6,000	9,800			
F171 Speech Communications Fund for Excellence	975	0	975	0	975			
F172 English Fund for Excellence	235	0	235	235	0			
F173 History Fund for Excellence	980	0	980	0	980			
F204 Art Fund for Excellence	600	15,000	15,600	15,000	600			
F209 Atmospheric Science Fund for Excellence	150	200	350	200	150			
F211 Geography Fund for Excellence	650	100	750	100	650			
F213 Music Fund for Excellence	2,380	750	3,130	1,000	2,130			
F216 Classical & Romance Languages Fund for Excellence	(51)	0	(51)	0	(51)			
F220 Geosciences Fund for Excellence	7,250	1,500	8,750	500	8,250			
F223 Biological Sciences Fund for Excellence	450	100	550	250	300			
F224 Mass Communications Fund for Excellence	6,340	0	6,340	1,500	4,840			
F507 Hazelwood Property/Math	3,090	200	3,290	150	3,140			
Subtotal - Arts & Sciences	31,549	25,150	56,699	24,935	31,764			
Business Administration								
F150 Dorman Accounting Fund	(65)	0	(65)	0	(65)			
F162 Business Administration Fund for Excellence	6,000	20,000	26,000	20,000	6,000			
F205 Accounting Fund for Excellence	11,500	45,000	56,500	44,000	12,500			

SCHEDULE B

ESTIMATED CASH INCOME AND BUDGET REQUIREMENTS BY ACCOUNT - CURRENT FUNDS

TEXAS TECH UNIVERSITY FOUNDATION

Category/Accounts	Original Estimate					Adjustments		
	Balance 9/1/83	Income FY 1984	Total Available	Budget FY 1984	Balance 8/31/84	Income	Budget	Balance 8/31/84
Business Administration - (Continued)								
F222 Marketing Fund for Excellence	100	2,000	2,100	1,000	1,100			
F225 Finance Fund for Excellence	15,000	15,000	30,000	5,000	25,000			
F226 Marketing Special Fund	1,250	0	1,250	300	950			
Subtotal - Business Administration	33,785	82,000	115,785	70,300	45,485			
Education								
F163 Education Fund for Excellence	5,000	5,600	10,600	8,200	2,400			
F227 Alumni Development Operating Fund	0	0	0	0	0			
Subtotal - Education	5,000	5,600	10,600	8,200	2,400			
Engineering								
F164 Engineering Fund for Excellence	7,000	2,000	9,000	4,000	5,000			
F175 Civil Engineering Advisory Council Fund	650	500	1,150	500	650			
F201 Chemical Engineering Fund for Excellence	8,000	11,000	19,000	6,000	13,000			
F202 Petroleum Engineering Fund for Excellence	24,800	4,000	28,800	10,000	18,800			
F203 Mechanical Engineering Fund for Excellence	16,000	7,000	23,000	4,000	19,000			
F206 Engineering Technology Fund for Excellence	1,500	2,000	3,500	3,000	500			
F207 Architecture Fund for Excellence	2,000	2,000	4,000	2,200	1,800			
F212 Civil Engineering Fund for Excellence	100	0	100	0	100			
F213 Industrial Engineering Fund for Excellence	8,180	300	8,480	500	7,980			
F505 Lacey Scholarship - Petroleum Engineering	7,335	900	8,235	0	8,235			
F510 Balcula Scholarship - Petroleum Engineering	940	1,200	2,140	1,760	380			
F511 Litton Foundation Fund	27,500	2,800	30,300	5,200	25,100			
Subtotal - Engineering	104,005	33,700	137,705	37,160	100,545			

SCHEDULE B

ESTIMATED CASH INCOME AND BUDGET REQUIREMENTS BY ACCOUNT - CURRENT FUNDS

TEXAS TECH UNIVERSITY FOUNDATION

Category/Accounts	Original Estimate					Adjustments		
	Balance 9/1/83	Income FY 1984	Total Available	Budget FY 1984	Balance 8/31/84	Income	Budget	Balance 8/31/84
Home Economics								
F165 Home Economics Fund for Excellence	13,000	15,000	28,000	10,000	18,000			
F169 Home & Family Life Fund for Excellence	800	800	1,600	1,200	400			
F174 Restaurant, Hotel and Institutional Management Fund for Excellence	4,800	5,000	9,800	3,000	6,800			
Subtotal - Home Economics	18,600	20,800	39,400	14,200	25,200			
Law School								
F166 Law School Fund for Excellence	2,700	3,000	5,700	4,000	1,700			
Subtotal - Law School	2,700	3,000	5,700	4,000	1,700			
Graduate School								
F167 Graduate School Fund for Excellence	4,500	2,800	7,300	2,000	5,300			
Subtotal - Graduate School	4,500	2,800	7,300	2,000	5,300			
Other Academic Programs								
F148 Ex-Students Association Faculty Development Fund	0	1,500	1,500	1,500	0			
F168 Library Fund for Excellence	3,000	1,000	4,000	1,000	3,000			
F217 Fund for Advancement of Academic Programs	34,628	10,000	44,628	0	44,628			
F219 R&T Center in Mental Retardation Fund for Excellence	300	200	500	150	350			
Subtotal - Other Academic Programs	37,928	12,700	50,628	2,650	47,978			

SCHEDULE B

ESTIMATED CASH INCOME AND BUDGET REQUIREMENTS BY ACCOUNT - CURRENT FUNDS

TEXAS TECH UNIVERSITY FOUNDATION

Category/Accounts	Original Estimate					Adjustments		
	Balance 9/1/83	Income FY 1984	Total Available	Budget FY 1984	Balance 8/31/84	Income	Budget	Balance 8/31/84
Other Restricted Programs								
F127 Larabee Estate Oil & Gas Royalties	44,800	40,000	84,800	44,800	40,000			
F131 Terry County Farms	45,000	45,000	90,000	45,000	45,000			
F155 Campbell Patio - Ranching Heritage Center	0	2,450	2,450	2,450	0			
F210 Intercollegiate Athletics Fund for Excellence	400	0	400	400	0			
F508 Fuller-Hogan ICASALS & Museum Development	(400)	1,370	970	1,000	(30)			
F509 Preston Smith Fund	34,680	0	34,680	0	34,680			
Subtotal - Other Restricted Programs	124,480	88,820	213,300	93,650	119,650			
Undesignated Funds								
F146 Crosby County Farm	2,355	0	2,355	0	2,355			
F157 Higgens Property Gift	11,500	0	11,500	0	11,500			
Subtotal - Undesignated Funds	13,855	0	13,855	0	13,855			
Subtotal - Other Restricted	381,394	282,070	663,464	266,095	397,369			
Total Endowed and Restricted	894,564	444,900	1,339,464	394,175	945,289			
Grand Total	1,675,301	669,800	2,345,101	634,597	1,710,504			

Board Minutes
November 18, 1983
Attachment No. M5, pg. 15
Item M42

1. To sign and/or countersign checks drawn on the University's Financial Aids Cashier's Account in the general operating depository bank, effective November 18, 1983, and to continue until such time as she is separated from the University or assigned other responsibilities:

   Employees who may sign or countersign:

   Kathryn Bradley, Financial Aids Advisor.

1. To record October 4, 1983 as the completion date for the construction of the addition to the Athletic Offices at Jones Stadium.

2. To record November 17, 1983 as the completion date for the construction of the addition to the Petroleum Engineering Building.

3. To record October 13, 1983 as the completion date for the installation of a fire safety system in Coleman Hall, Wiggins Residence Complex, Phase II.

4. To record October 13, 1983 as the completion date for the renovation of bathrooms in Murdough Residence Hall, Phase I.

10.01
Governance and Control of Intercollegiate Athletics*

(1) The Board of Regents of Texas Tech University governs, controls, and directs the policies for the [~~men's and women's~~] intercollegiate athletic[s] programs. Such authority is exercised within the regulations of the National Collegiate Athletic Association[~~, Association of Intercollegiate Athletics for Women,~~] and the Southwest Athletic Conference, [~~and Texas Association of Intercollegiate Athletics for Women,~~] as accepted by the Board.

(2) The Board shall exercise final authority to supervise and control matters concerning the public business and internal affairs of [~~men's and women's~~] intercollegiate athletic programs.

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. September through October, 1983

Name, Rank, and/or Title	Department or Office	Appointment Period
Fredriksson, Kristine G. Assistant Professor/ Curator of History	Museum Science	10-17-83/8-31-84
Garcia, Herman D. Assistant Professor	Education	9-1-83/5-31-84
Hathorn, Billy Burton Assistant Professor	History	9-1-83/5-31-84
Koh, Jusuck Associate Professor	Architecture	9-1-83/5-31-84
Mehls, Steven F. Assistant Professor	History	9-1-83/5-31-84
Savage, Grant T. Assistant Professor	Business Administration	9-1-83/5-31-84
Sturgis, Cynthia Jane Assistant Professor	History	9-1-83/5-31-84
Zimmerman, Jan Assistant Professor	History	9-1-83/5-31-84

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Resignations and/or Terminations -
General Administration, Teaching, and Non-Classified Positions -
2. September through October, 1983

Name, Rank, and/or Title	Department or Office	Effective Date
Cooley, Marianne Assistant Professor	English	5-31-84
Goldman, Allen L. Assistant Professor	Mechanical Engineering	8-31-83
Gonzales, Paul F. Associate Professor	Education	8-31-83
*Graves, Lawrence L. Professor & Dean	History	8-31-83
Guthery, Fred S. Associate Professor	Range & Wildlife Management	12-31-83
Keim, Kent Assistant Professor	Plant & Soil Science	1-15-84
Kovaleski, Alexander Assistant Professor	Electrical Engineering/ Computer Science	9-1-83
Morse, Eugenia Professor	Architecture	5-31-83
Schuchman, Vladimir Assistant Professor	Mathematics	8-31-83
Stewart, William A. Professor	Architecture	5-31-84
Warren, Robert J. Assistant Professor	Range & Wildlife Management	12-31-83
Watson, Karan L. Assistant Professor	Electrical Engineering/ Computer Science	8-31-83
Zacharia, Dan Assistant Professor	Mathematics	5-31-83

*Retiring

TEXAS TECH UNIVERSITY

REPORT ON EMPLOYMENT & TERMINATIONS
OF
PROFESSIONAL, ADMINISTRATIVE, AND CLASSIFIED PERSONNEL

3. August 1983 through September 1983

Description:	Appointments	Revisions	Terminations
1. Administration	1	0	0
2. Student Services	33	16	36
3. Office, Clerical & Data Processing	62	26	53
4. Journalism, Publications & Media	2	1	1
5. Research, Training & Education	210	9	44
6. Building & Grounds	33	10	29
7. Support Services	4	0	4
8. Engineering, Trades & Technical	10	8	13
9. Patient Care & Health Services	0	0	0
TOTAL	355	70	180

TEXAS TECH UNIVERSITY

BUDGET ADJUSTMENTS OF $100,000 OR MORE FOR SUPPLEMENTAL AWARDS OR RENEWALS OF RESEARCH AND OTHER SPONSORED PROJECTS

4. AUGUST 1, 1983 THROUGH SEPTEMBER 30, 1983

Project Activity	Amount	Source of Funds
Special Service	$ 113,240	Department of Education Grant
Ranching Heritage Assn.	120,059	Ranching Heritage Association
Effects of Water Stress in Crop Plants	100,000	U.S. Department of Agriculture
TOTAL	$ 333,299	

5.

Texas Tech University
Report of Official Travel
Cumulative by Fiscal Quarter
Fiscal Year 1983

I. Summary and Comparison of Travel Costs by Expenditure Classification.

		This Year QTR. IV	Last Year QTR. IV
a)	Commercial Airfare	$ 939,576.78	$ 923,048.36
b)	Personal Auto Mileage	183,659.23	193,719.14
c)	Automobile Rental	105,884.74	81,439.51
d)	Per diem - In-State	375,851.88	348,382.89
e)	Meals and Lodging - Out-of-State	329,972.91	353,797.54
f)	All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	1,044,046.48	866,779.88
	Totals	$ 2,978,992.02	$ 2,767,167.32

II. Percent of total travel cost incurred by purpose for Quarter IV of this fiscal year.

		Percent of Total Travel Cost			
	Purpose	In-State	Out-of-State	Out-of-Country	Total
a)	To present an original research paper	.98	4.92	1.39	7.29
b)	Required for research project	2.55	1.46	.54	4.55
c)	Attendance at professional meeting, workshop, conference, seminar, etc.	21.30	41.34	3.62	66.26
d)	To perform official business and duties	11.68	7.30	.62	19.60
e)	Multi-purpose meeting/ paper	.05	1.84	.41	2.30
	Totals	36.56	56.86	6.58	100.00

III. Cities traveled to and number of trips (6596) for the purposes shown in Section II.

a) In-State : Amarillo (244), Austin (630), Corpus Christi (62), Dallas/Fort Worth (1004), El Paso (137), Houston (443), Midland/Odessa (121), San Antonio (239), West Texas area (624), Others (741).

b) Out-of-State : Albuquerque (238), Chicago (85), Los Angeles (165), New Orleans (83), New York (53), San Francisco (69), Washington, D.C. (161), Others (1376).

c) Out-of-Country : Toronto, Canada (12); Alberta, Canada (2); Monterrey, Mexico (2); Manchester, England (2); Paris, France (1); Lima, Peru (11); Winnepeg, Canada (2); Richmond, BC (1); Frankfurt, Germany (3); London, England (9); Bermuda (1); Exter, U.K. (1); Ontario, Canada (4); Oxford, England (2); Jerusaleum, Israel (1); Beer Sheva, Israel (3); Bordeaux, France (1); Leuven, Belgium (1); Belle, France (1); Chihuahua, Mexico (3); Helsinki, Finland (2); Vienna, Austria (2); Maritin Berchofel, W. Germany (1); Quito, Equador (1); Haifa, Israel (1); Newfoundland, England (1); San Juan, Puerto Rico (2); Montreal, Canada (7); Panama City, Panama (1); Antarctica (2); La Paz Baja, Mexico (1); Cambridge, England (2); Queensland, Australia (1); San Jose, Costa Rica (1); Lahore, Pakistan (3); Guadalajara, Mexico (2); Melbourne, Australia (1); Nassau, Bahamas (1); Mexico City, Mexico (6); Sydney, Australia (1); Olympia, Greece (1); Slazburg, Austria (1); Takanawa, Tokyo (1); Paterno, Italy (1); Pissa, Italy (1); Luxenburg, Germany (1); Grorigen, Netherlands (1); Tokyo, Japan (2); Birmingham, England (1); Sheffield, England (1); Hamburg, W. Germany (2); Duesseldorf, W. Germany (1); San Luis Potosi, Mexico (2); Brussels, Belguim (1); Warsaw, Poland (1); Freeport, Bahamas, (1).

Anthony Mechanical, Inc. - Central Heating and Cooling Plant II water chiller

6.a. The following Agreement with Anthony Mechanical, Inc., in the amount of $1,538,800 for the installation of water chiller in the Central Heating and Cooling Plant II is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of August 25, 1983, Item M225.

CONSTRUCTION SERVICES

Contract No. 484
Account Number 12-8686-200003

AGREEMENT

THIS AGREEMENT, made this 31st day of August, in the year Nineteen Hundred Eighty Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Anthony Mechanical, Inc., the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Installation of Water Chiller in the Central Heating and Cooling Plant II.

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of One Million Five Hundred Thirty Eight Thousand Eight Hundred Dollars and no/100
(Written Amount)

$1,538,800 (Including Base Bid-Project No. 1, Alternates 1 and 2)
(Figures)

Included in the total contract sum is $1,275,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

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 480 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of $100 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, 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 five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 and the Director of Facility Planning and Construction.

ARTICLE 5

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.

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

ARTICLE 6

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 7

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
TEXAS TECH UNIVERSITY

By: /s/ Lauro F. Cavazos
Lauro F. Cavazos, President

CONTRACTOR
ANTHONY MECHANICAL, INC.

By: /s/ W. R. Anthony, Chm

James R. Godbe Company - Central Heating and Cooling Plant II Cooling Tower

6.b. The following Agreement with James R. Godbe Company in the amount of $352,195 for the construction of the cooling tower at Central Heating and Cooling Plant II is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of August 25, 1983, Item M225.

CONSTRUCTION SERVICES

Contract No. 485
Account Number 12-8686-200003

AGREEMENT

THIS AGREEMENT, made this 31st day of August, in the year Nineteen Hundred Eight Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and James R. Godbe, Co., the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the construction of the cooling tower structure and enclosure at the Central Heating and Cooling Plant II.

ARTICLE 2

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 Three Hundred Fifty Two Thousand One Hundred Ninety Five Dollars and no/100
(Written Amount)

$352,195 (Base Bid - Project 2A)
(Figures)

Included in the total contract sum is $211,310 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

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 365 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of $100 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, 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 five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 and the Director of Facility Planning and Construction.

ARTICLE 5

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.

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

ARTICLE 6

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 7

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
TEXAS TECH UNIVERSITY

By: /s/ Lauro F. Cavazos
Lauro F. Cavazos, President

CONTRACTOR
JAMES R. GODBE COMPANY

By: /s/ James R. Godbe, Jr.
James R. Godbe, Jr.

MeriCon International, Inc., - Agricultural Field Laboratories Additions

6.c. The following Agreement with MeriCon International, Inc., in the amount of $2,220,000 for additions to the Agricultural Field Laboratories - Lubbock County is entered for informational purposes. Execution of this contract was authorized in the Board minutes of August 25, 1983, Item M224.

CONSTRUCTION SERVICES

Contract No. 479
Account Number 62-A503-200000

AGREEMENT

THIS AGREEMENT, made this 31st day of August, in the year Nineteen Hundred Eighty Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and MeriCon International, Inc., the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Texas Tech University Agricultural Field Laboratory, New Deal Facility, New Deal, Texas.

ARTICLE 2

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 Million Two Hundred Twenty Thousand Dollars and no/100

(Written Amount)

$2,220,000 (Including Alternates 2, 11 and 12)

(Figures)

Included in the total contract sum is $1,300,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

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 309 consecutive calendar days or 183 consecutive calendar days after free access to the feed lots, whichever is the greater number. The Contractor further agrees to pay, as liquidated damages, the sum of $500 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, 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 five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 and the Director of Facility Planning and Construction.

ARTICLE 5

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.

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

ARTICLE 6

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 7

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
TEXAS TECH UNIVERSITY

By: /s/ E. E. Payne for
Lauro F. Cavazos, President

CONTRACTOR
MERICON INTERNATIONAL, INC.

By: /s/ Jerry L. Hudson
Jerry L. Hudson

Pharr and Pharr Enterprises - Petroleum Engineering Building Renovation

6.d. The following Agreement with Pharr and Pharr Enterprises in the amount of $362,775 for the renovation of the Petroleum Engineering Building is entered for informational purposes. Execution of this contract was authorized in the October 1, 1983, Minutes, Item M18.

CONSTRUCTION SERVICES

Contract No. 492
Account Number 12-6006-200000

AGREEMENT

THIS AGREEMENT, made this 13th day of October, in the year Nineteen Hundred Eighty Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Pharr and Pharr Enterprises, Lubbock County, Texas, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Petroleum Engineering Building Renovation, including Alternates #1, 2, and 3.

ARTICLE 2

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 Three Hundred Sixty Two Thousand Seven Hundred Seventy Five Dollars and no/100
(Written Amount)

($362,775)
(Figures)

Included in the total contract sum is $254,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

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 220 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of $150 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, 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 five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 and Facility Planning and Construction.

ARTICLE 5

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.

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

ARTICLE 6

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 7

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
TEXAS TECH UNIVERSITY

By: /s/ Lauro F. Cavazos
Lauro F. Cavazos, President

CONTRACTOR
PHARR AND PHARR ENTERPRISES
Firm

By: /s/ John Pharr
John Pharr

TEXAS TECH UNIVERSITY
Office of Development
September 1983
Gifts and Grants

7.a.

SUMMARY

	September 1982	YTD FY '82	September 1983	YTD FY '83
Texas Tech University	$195,855.16	$195,855.16	$2,395,160.64	$2,395,160.64
Texas Tech University Foundation	$127,574.51	$127,574.51	$201,971.99	$201,971.99
TOTAL:	$323,429.67	$323,429.67	$2,597,132.63	$2,597,132.63

Subject to Audit Verification