

TEXAS TECH UNIVERSITY  
LUBBOCK, TEXAS  
MINUTES OF BOARD OF REGENTS MEETINGS  
1985 - 1986  
VOLUME I

MINUTES OF  
BOARD OF REGENTS MEETING  
May 16, 1986

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Minutes

Board of Regents  
May 16, 1986

M147. The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center met in regular session at 2:40 p.m. on Friday, May 16, 1986, in the Board of Regents Suite on campus. The following Regents were present: Mr. J. E. Birdwell, Chairman, Mr. Larry D. Johnson, Vice Chairman, Mr. J. Fred Bucy, Mr. Jerry Ford, Mr. Rex Fuller, Mrs. Jean Kahle, Mr. Wesley W. Masters, Mr. Wendell Mayes, Jr., and Dr. Wm. Gordon McGee. University officials and staff present were: Dr. Lauro F. Cavazos, President, Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Dr. Donald R. Haragan, Vice President, Dr. C. Len Ainsworth, Associate Vice President, Dr. Virginia Sowell, Assistant Vice President, Dr. Thomas G. Newman, Assistant Vice President of Academic Computing, Office of Academic Affairs and Research; Dr. Eugene E. Payne, Vice President, Office of Finance and Administration; Dr. Robert H. Ewalt, Vice President, Office of Student Affairs; Dr. Sam Richards, Vice President, Health Sciences Center; Mr. Pat Campbell, General Counsel, Mrs. Ann Manning, Associate General Counsel, Office of General Counsel; Mr. John Anderson, Executive Director, Office for Development; Mr. Mike Sanders, Director, Office for Public Affairs; Mr. Robert L. Bray, Director, Office for Planning; Mrs. Bea Zeeck, Director, Office for University News and Publications; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs; Mr. Fred J. Wehmeyer, Associate Vice President for Physical Plant and Support Services; Mr. Jay W. Lindsey, Assistant Vice President for Budget and Financial Services; Mr. Jack Fenwick, Director for Facility Planning and Construction; Dr. Sam Curl, Dean, College of Agricultural Sciences; and Mrs. Freda Pierce, Secretary of the Board, Office of the Board of Regents.

Others present were Dr. Margaret Wilson, President, Dr. Gerald D. Skoog, President-elect, Faculty Senate; Dr. Jacquelin Collins, Associate Professor of History; Dr. Monty J. Strauss, Professor of Mathematics; Mr. James Ricketts, Lubbock Avalanche-Journal; Mr. Damon Pearce, University Daily; Mr. Bill Caraway, President, Ms. Amy Love, Internal Vice President, and Mr. Andy Fickman, External Vice President, Student Association.

M148. Chairman Birdwell called the meeting to order, and asked Dr. Haragan to give the invocation.

M149. Mr. Birdwell then read a resolution honoring Dr. Henry T. Nguyen, Assistant Professor of Plant and Soil Science; Attachment No. M1.

M150. At the request of Mr. Birdwell, Dr. Ewalt introduced the officers of the Student Association for the coming year: Bill Caraway, President, Andy Fickman, External Vice President, and Amy Love, Internal Vice President. Mr. Birdwell also commended Dr. Margaret Wilson, retiring President of the Faculty Senate, and incoming President, Dr. Gerald Skoog, was introduced.

M151. Mr. Birdwell 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 4:30 p.m. with the meeting for Texas Tech University Health Sciences Center recessed until the conclusion of the present session.

M152. Upon motion made by Mr. Ford, seconded by Mr. Johnson, the Minutes of the meeting of March 14, 1986, were approved.

M153. Mr. Mayes reported for the Academic and Student Affairs Committee. The following eight items (M154 through M161) constitute action taken upon committee recommendation.

M154. Upon motion made by Mr. Mayes, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents confers emeritus status upon the individuals whose names appear on the attached; Attachment No. M2.

M155. Upon motion made by Mr. Mayes, seconded by Mr. Bucy, the following was approved: RESOLVED, that the attached resolution regarding finding of facts concerning the appointment of Dr. Timothy W. Koch, Associate Professor of Finance and Director, Texas Tech School of Banking, to the Select Interim House Committee on Capital Formation be approved; Attachment No. M3.

M156. Upon motion made by Mr. Mayes, seconded by Dr. McGee, the following was approved: RESOLVED, that the attached resolution regarding finding of facts concerning the appointment of Dr. Idris Rhea Traylor, Jr., Associate Professor of History and Director, International Center for Arid and Semi-Arid Land Studies, to The Multi-State Water Resources Planning Commission be approved; Attachment No. M4.

M157. Upon motion made by Mr. Mayes, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents approves Parts II, IV, V, VI, VII, VIII, and IX of the Student Affairs Handbook as amended and noted in the attachment to be effective August 1, 1986; Attachment No. M5.

M158. Upon motion made by Mr. Mayes, seconded by Mr. Fuller, 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, Larry D. Johnson, Wesley W. Masters, Wendell Mayes, Jr., Wm. Gordon McGee, M.D., and Jean Kahle. 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 and Research, and the Vice President for Finance and Administration.



M159. Upon motion made by Mr. Mayes, seconded by Mr. Masters, the Board by unanimous vote approved the revised Tenure Policy as attached; Attachment No. M6. Mr. Birdwell then made the attached statement; Attachment No. M7.

M160. Upon motion made by Mr. Mayes, seconded by Dr. McGee, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions on leaves of absence as attached; Attachment No. M8.

M161. Mr. Mayes explained that reports of faculty workload and small classes have been filed and are available for perusal.

M162. Mr. Ford reported for the Finance and Administration Committee. The following nine items (M163 through M171) constitute action taken upon committee recommendation.

M163. Upon motion made by Mr. Ford, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the attached budget adjustments for the period December 1, 1985, to February 28, 1986; Attachment No. M9.

M164. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents approves the assessment and collection of the fees shown on the attached list from regularly enrolled and prospective students of Texas Tech University beginning with the Fall Semester, 1986; Attachment No. M10.

M165. Upon motion made by Mr. Ford, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the certification of budgets and other expenditures as listed; Attachment No. M11.

M166. Upon motion made by Mr. Ford, seconded by Mr. Fuller, the following was unanimously approved: RESOLVED, that the Board of Regents approves the attached revised policy 04.16 regarding Travel and Other Expenses for Members of the Board of Regents; Attachment No. M12.

M167. Upon motion made by Mr. Ford, seconded by Dr. McGee, the following was approved: RESOLVED, that the attached revised Holiday Schedule is approved for the 1985-86 fiscal year; Attachment No. M13.

M168. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, that the attached Holiday Schedule is approved for the 1986-87 fiscal year; Attachment No. M14.

M169. Upon motion made by Mr. Ford, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents authorizes the continued employment for the 1987 fiscal year of Ms. Edna S. Glenn, Associate Professor of Art, and Mr. William H. Tinney, Director of Development of Health Sciences Center, each of whom is over the age of 70.

M170. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as attached: (a) Official travel reimbursement approval (b) Approval and payment of accounts; Attachment No. M15.

M171. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with procurement of equipment for academic computing, within the limits of approved budgets, and for the Chairman of the Finance and Administration Committee and Chairman of the Board to approve specific purchases recommended by the President.

M172. Mr. Masters reported for the Campus and Building Committee. The following fifteen items (M173 through M187) constitute action taken upon committee recommendation.

M173. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents approves the schematic design, and authorizes the President to proceed with contract documents and the receipt of bids for rehabilitation of various sections of the utility tunnels and systems. BE IT FURTHER RESOLVED, that the total project budget is established at \$1,200,000.

M174. Upon motion made by Mr. Masters, seconded by Dr. McGee, the following was approved: RESOLVED, that the Board of Regents approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids to renovate the old Textile Research Center. BE IT FURTHER RESOLVED, that the project budget is established at \$3,571,000.

M175. Upon motion made by Mr. Masters, seconded by Dr. McGee, the following was approved: RESOLVED, that the bid of LDC Construction Company, Inc. in the amount of \$130,035 is accepted for Phase I of the installation and renovation for fire alarms in general education buildings, and the President is authorized to duly execute a contract.

M176. Upon motion made by Mr. Masters, seconded by Mr. Fuller, the following was approved: RESOLVED, that the bid of LDC Construction Company, Inc. in the amount of \$149,714 is accepted for the second floor in the Industrial Gallery of the Museum of Texas Tech University.

M177. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents authorizes the President to award a construction contract to renovate the student apartments in Gaston and Carpenter residence halls, and the President is authorized to duly execute a contract.

M178. Upon motion made by Mr. Masters, seconded by Dr. McGee, the following was approved: RESOLVED, that the bid of Pharr and Company in the amount of \$560,000 is accepted for the Stangel/Murdough Halls lobby renovation, and the President is authorized to duly execute a contract.

M179. Upon motion made by Mr. Masters, seconded by Dr. McGee, the following was approved: RESOLVED, that the Board of Regents approves the schematic design, and authorizes the President to proceed with contract documents and the receipt of bids for Phase II of the installation and renovation of fire alarms in general education buildings.

M180. Upon motion made by Mr. Masters, seconded by Dr. McGee, the following was approved: RESOLVED, that the Board of Regents authorizes the President to award the demolition contract, with concurrence of the Chairman of the Board and the Chairman of the Campus and Building Committee, for the Engineering Research Building, the Laundry Building, and the underground tanks and terminals adjacent to those buildings, and the President is authorized to duly execute a contract. BE IT FURTHER RESOLVED, that the project budget is established at \$250,000.

M181. Upon motion made by Mr. Masters, seconded by Dr. McGee, the following was approved: RESOLVED, that the bid of CBI NA-CON, Inc. in the amount of \$224,300 is accepted for construction of the water tank at the Agricultural Field Laboratories, Lubbock County, and the President is authorized to duly execute a contract. BE IT FURTHER RESOLVED, that the bid of Rhode Pipe Company in the amount of \$145,699 is accepted for installation of a new water supply system at the Agricultural Field Laboratories, Lubbock County, and the President is authorized to duly execute a contract.

M182. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with planning, and appoint the firm of Fanning, Fanning, and Agnew as project engineer to renovate campus secondary Electrical Service to 35 campus buildings. BE IT FURTHER RESOLVED, that the project budget is established at \$1,750,000.

M183. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with planning, and appoint the firm of Tisdell and Associates as project architect to renovate the Electrical Engineering Building. BE IT FURTHER RESOLVED, that the project budget is established at \$3,617,000.

M184. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with planning, and appoint the firm of Bill Adling and Associates as project architect to renovate the second floor of the Home Economics Building. BE IT FURTHER RESOLVED, that the project budget is established at \$170,000.

M185. Upon motion made by Mr. Masters, seconded by Dr. McGee, the following was approved: RESOLVED, that the Board of Regents approves naming the Lab Theatre addition to the University Theatre the "Laboratory Theatre."

M186. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents approves the new schematic design for the Meats Laboratory renovation.

M187. Upon motion made by Mr. Masters, seconded by Dr. McGee, the following was approved: RESOLVED, that the President is authorized to amend the contract between Lee Lewis, General Contractor, and Texas Tech University to include the track surfacing and basketball training area for the Multipurpose Athletic and Physical Education Facility for the amount of \$109,634. BE IT FURTHER RESOLVED that the total project budget is reestablished at \$4,886,559.

M188. Mr. Bucy reported for the Development Committee. He announced that gifts and grants year-to-date for Texas Tech University and the Foundation total \$4,907,770.38. He further explained that the Enterprise Campaign is on schedule with the official total of \$35,000,000. He stated, "It looks encouraging to reach our goal, but we still have work to do." Mr. Birdwell complimented Mr. Bucy on his leadership of the campaign, and pledged the Board's continued support.

M189. Mr. Fuller reported for the Athletic Affairs Committee. Upon motion made by Mr. Fuller, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents approves the Jones Stadium 1987 Football Seat Option Plan as outlined; Attachment No. M16.

M190. Chairman Birdwell announced that a special meeting of the Board would be held in Dallas on June 24, 1986. There being no further business the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

Attachments (May 16, 1986)

- M 1. Resolution Honoring Dr. Henry T. Nguyen; M149.
- M 2. Granting of Emeritus Status; M154.
- M 3. Fact Finding Resolution Concerning Dr. Timothy W. Koch; M155.
- M 4. Fact Finding Resolution Concerning Dr. Idris Rhea Traylor, Jr.; M156.
- M 5. Amendments to Student Affairs Handbook; M157.
- M 6. Revised Tenure Policy; M159.
- M 7. Statement on Tenure Policy; M159.
- M 8. Leaves of Absence; M160.
- M 9. Budget Adjustments for December, 1985, through February, 1986; M163.
- M10. Student Fees effective Fall Semester, 1986; M164.
- M11. Certification of Budgets and Other Expenditures; M165.
- M12. Revised Policy 04.16 regarding Travel and Other Expenses for Members of Board of Regents; M166.
- M13. Revised Holiday Schedule for 1985-86; M167.
- M14. Holiday Schedule for 1986-87; M168.
- M15. Delegation of Authority to Approve Official Travel Reimbursements and Approval and Payment of Accounts; M170.
- M16. Jones Stadium 1987 Football Seat Option Plan; M189.

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 May 16, 1986.

(Mrs.) Freda Pierce, Secretary

SEAL

May 16, 1986

**RESOLUTION**

**Henry T. Nguyen, Ph.D.**

WHEREAS, Dr. Henry T. Nguyen of the Department of Plant and Soil Science has been selected through a National Science Foundation competition to receive an award as a 1986 Presidential Young Investigator, receiving \$100,000/year for five years in federal and industry research support, and

WHEREAS, Dr. Nguyen is the only agricultural scientist from among 100 scientists selected to receive this prestigious honor, and

WHEREAS, he has committed his professional life to basic plant genetics research and the teaching and training of undergraduate and graduate students, and

WHEREAS, his research goal is to contribute to the science of plant genetics through the development of new genetic techniques and biotechnologies at the whole plant, cellular and molecular levels, and

WHEREAS, his research plan focuses on understanding the genetic mechanisms of physiological and biochemical traits associated with heat and drought tolerance of crops grown in arid and semi-arid environments, and

WHEREAS, discoveries resulting from such research will greatly affect agricultural crop productivity under conditions of environmental stress,

NOW THEREFORE BE IT RESOLVED that the Board of Regents of Texas Tech University pauses in its deliberations to recognize Dr. Nguyen for his enthusiasm and desire to attain major advances in the development and application of biotechnology in Plant Genetics through research and student training and education, thereby contributing in many ways to the study of Plant and Soil Science at the University.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and a copy be delivered to Dr. Henry T. Nguyen.

Texas Tech University  
May 16, 1986

John E. Birdwell, Chairman  
Board of Regents



Emeritus Status

Archie Cornelious Allen	Associate Professor, Biological Sciences (23 yrs.)
Robert P. Anderson	Professor, Psychology (32 yrs.)
Peggy Howard Bright	Associate Professor, Art (20 yrs.)
Lewis James Davies	Associate Professor, Sociology (24 yrs.)
William Keith Ickes	Professor, Speech and Hearing Sciences (25 yrs.)
Vernon Ray McGuire	Associate Professor, Speech Communication (21 yrs.)
Robert George Rekers	Associate Professor, Chemistry and Biochemistry (31 yrs.)
Roland Edgar Smith	Professor, Political Science (18 yrs.)
Horace Hampton Williamson	Associate Professor, Architecture (13 yrs.)

Resolution

Fact Findings of the Appointment of  
Dr. Timothy W. Koch to the  
Select Interim House Committee on Capital Formation

WHEREAS, The Honorable Gibson D. Lewis, Speaker, Texas House of Representatives, has appointed Dr. Timothy W. Koch to the Select Interim House Committee on Capital Formation; and

WHEREAS, Sections 1 and 2 of Article 6252-9a, Vernon's Texas Civil Statutes require a certain finding of facts before an employee of one State Agency may accept an offer to serve another State Agency in a position of honor, trust or profit,

BE IT THEREFORE RESOLVED, that the Board of Regents of Texas Tech University find and determine the following:

1. The service of Dr. Timothy W. Koch as a member of the Select Interim House Committee on Capital Formation is of benefit to the State of Texas and Texas Tech University.
2. The service of Dr. Timothy W. Koch as a member of the Select Interim House Committee on Capital Formation does not conflict with his position of employment at Texas Tech University.
3. As a member of the Select Interim House Committee on Capital Formation, he will serve without compensation, but is entitled to reimbursement for necessary travel and per diem in the performance of his duties as a member of the Committee.

WITNESS MY HAND this 16th day of May, 1986.

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

By: \_\_\_\_\_  
John E. Birdwell, Chairman

ATTEST:

\_\_\_\_\_  
(Mrs.) Freda Pierce, Secretary

Resolution

Fact Findings of the Appointment of  
Dr. Idris Rhea Traylor, Jr. to  
The Multi-State Water Resources Planning Commission

WHEREAS, The Honorable Mark White, Governor of the State of Texas, has appointed Dr. Idris Rhea Traylor, Jr., to The Multi-State Water Resources Planning Commission; and

WHEREAS, Sections 1 and 2 of Article 6252-9a, Vernon's Texas Civil Statutes require a certain finding of facts before an employee of one State Agency may accept an offer to serve another State Agency in a position of honor, trust or profit,

BE IT THEREFORE RESOLVED, that the Board of Regents of Texas Tech University find and determine the following:

1. The service of Dr. Idris Rhea Traylor, Jr. as a member of The Multi-State Water Resources Planning Commission is of benefit to the State of Texas and Texas Tech University.
2. The service of Dr. Idris Rhea Traylor, Jr. as a member of The Multi-State Water Resources Planning Commission does not conflict with his position of employment at Texas Tech University.
3. As a member of The Multi-State Water Resources Planning Commission he will serve without compensation, but is entitled to reimbursement for necessary travel and per diem in the performance of his duties as a member of the Commission.

WITNESS MY HAND this 16th day of May, 1986.

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

By: \_\_\_\_\_  
John E. Birdwell, Chairman

ATTEST:

\_\_\_\_\_  
(Mrs.) Freda Pierce, Secretary



PART II. RIGHTS AND RESPONSIBILITIES OF STUDENTS  
IN THE ACADEMIC COMMUNITY

A.-D. (No changes.)

E. Student Identification

1. The student identification card is the property of the University, and it should be returned to the University when the student is no longer enrolled. Further,
  - a. Students shall not allow their student identification to be used by other persons.
  - b. Students shall not alter their student identification in any way.
2. Upon request, students are required to present their student identification to any member of the University faculty, staff, administration, or police.
3. There is a replacement charge for lost, stolen, or damaged student identification cards.

F.-G. (No changes.)

PART IV. STUDENT RECORDS

A.-B. (No changes.)

C. Student Access to Educational Records

All students (and former students) of the University have the right of access to their "educational records" for the purpose of review, with the exception of those records excluded by the [~~Family Privacy Act~~] Family Educational Rights and Privacy Act of 1974.

1.-3. (No changes.)

D.-I. (No changes.)

PART V. STUDENT GRIEVANCE PROCEDURES

A.-G. (No changes.)

H. Sex Discrimination

Title IX of the Higher Education Amendment of 1972 prohibits discrimination on the basis of sex in student programs and activities. Complaints concerning the violation of Title IX should be directed to the [~~Vice-President for Student Affairs' Office~~] Dean of Students Office.

I.-K. (No changes.)

PART VI. REGISTRATION OF STUDENT ORGANIZATIONS

A.-B. (No changes.)

C. Conditions for Maintaining Registration

1.-6. (No changes.)

7. The registration of an organization may be withdrawn by the Dean of Students Office for non-compliance with the rules as set forth in the Student Affairs Handbook or the "Code of Student Conduct" (Part IX of the Handbook).

D. (No changes.)

~~[E.--Withdrawal-of-Registration~~

~~The registration of an organization may be withdrawn by the Dean of Students Office for non-compliance with the rules as set forth. The procedure for such withdrawal shall be as follows:~~

- ~~1.--The President of the organization and its faculty or staff advisor shall be notified in writing of the proposed action to withdraw registration and of the reason for the proposed withdrawal.~~
- ~~2.--The organization will be given five (5) University working days to show cause why registration should not be withdrawn.~~
- ~~3.--If the Dean of Students Office determines that cause for maintaining registration is inadequate, the president and the advisor of that organization will be notified in writing of the actual withdrawal of registration, the reason for this action, and the effective date of the withdrawal of registration.~~
- ~~4.--The decision of the Dean of Students Office to withdraw registration from an organization may be appealed by the organization, in writing, to the Vice President for Student Affairs, within five (5) University working days from the date of notification of withdrawal of registration. If no appeal is filed within the time limit, the decision of the Dean of Students Office will be final.~~
- ~~5.--The decision of the Vice President for Student Affairs is final concerning the appeal of a student organization which has had its registration withdrawn by the Dean of Students Office.]~~

PART VII. USE OF UNIVERSITY SPACE, FACILITIES,  
AND AMPLIFICATION EQUIPMENT

A.-E. (No changes.)

F. Free Speech Area

An outdoor area (approximately 20' x 20') immediately adjacent to the northwest corner of the University Center has been designated as the Free Speech Area. A map which designates the location of the Free Speech Area may be obtained from the Dean of Students Office or the Student Organization Services Office. This area may be used on a first-served basis without reservations by any individual or organization. However no amplification equipment or loud-speaker may be used and no structure(s) may be erected. Additionally,

the free expression of views and opinions, whether by individuals or by groups, must not violate the right of others, disrupt the normal functions of the University, or violate any of the provisions specified in the "Code of Student Conduct" (Part IX of the Handbook).

G.-H. (No changes.)

PART VIII. SOLICITATIONS, ADVERTISEMENTS,  
AND PRINTED MATERIALS

A.-B. (No changes.)

C. Solicitations

1.-3. (No changes.)

4. Solicitations, if authorized, are generally prohibited in University buildings with the following exceptions:

- a. The University Center and the University Bookstore, wherein, merchandise is sold in accordance with the regulations established by the management of those facilities.
- b. The residence halls, as long as the solicitation is either conducted entirely within a student's room with the consent of the roommate(s), or in assigned public areas. Sales parties and group demonstrations advertising projects are not allowed in lounges, meeting rooms, or other public areas.
- c. Intercollegiate athletic facilities, in accordance with regulations established by the Intercollegiate Athletic Department.

5.-6. (No changes.)

D. (No changes.)

E. Printed Materials

1.-3. (No changes.)

4. Specific permission for distribution of printed materials in the following areas must be obtained from the designated authority.

- a. Texas Tech Bookstore: Permission from the Bookstore Manager.
- b. University Center: Permission from the Director of the University Center.
- c. Academic buildings: Permission from the Vice President for Academic Affairs.
- d. Residence halls and dining areas: Permission from the Director of Housing and Food Service.

5. Posters being distributed by students or student organizations must be stamped by the Student Organization Services Office prior to posting. (See E.8 for regulations pertaining to campus election campaign materials.)

5.-8. are now renumbered as 6.-9. (No changes.)

F. (No changes.)

PART IX. CODE OF STUDENT CONDUCT

A. (No change.)

B. Personal Conduct

1. Alcoholic Beverages  
The possession or consumption of alcoholic beverages.
2. Narcotics or Drugs  
The unlawful use, possession, sale or distribution of marijuana or any narcotic, drug, medicine, chemical compound, [e~~r~~] other controlled substance, or paraphernalia.
3. Firearms and Dangerous Materials  
The unauthorized use or possession of weapons, firearms, ammunition, fireworks, explosives, noxious materials, incendiary devices, or other dangerous substances.
4. Theft or Damage  
Theft of, or damage to, property of the University, of other University students, or other members of the University community, or of campus visitors. Knowingly being in possession of stolen property constitutes being an accessory to theft and is therefore a violation of this provision.
5. Actions Against Persons or Groups
  - a. Physical abuse or threat of abuse to any person.
  - b. Conduct dangerous to the health or safety of any person.
  - c. Disorderly, indecent, or obscene conduct or expression.
  - d. Harassment, in person, in writing, or by telephone.
6. Gambling  
Any form of gambling or wagering, including lotteries and raffles.
7. Hazing  
Any willful act of hazing by one student, acting alone or together with others, directed against any other person for the purpose of intimidating that person or subjecting him or her to physical danger, abuse, shame, or disgrace. Both individuals and organizations will be held accountable for such activity. Hazing is interpreted to include, but is not limited to, the following prohibited actions and activities:
  - a. Required consumption of alcohol or of any liquid or solid matter.
  - b. Any activities, including exercises, which may create mental duress, or damaging physical fatigue and exertion.
  - c. Lineups in which physical or verbal harassment occurs.
  - d. Runs, walks, or road trips for non-charitable purposes.
  - e. Verbal abuse.
  - f. Engaging in harmful public stunts or buffoonery.
  - g. Any activities which are unlawful.

8.-17. (No changes.)

18. Falsification of Records

- a. Knowingly furnishing false information to the University, or forging, altering, or making unauthorized use of a University document, record, or identification. Charges of providing false information on admission forms will be initiated and adjudicated through the Admissions Office.
- b. (No changes.)

19. (No changes.)

C. Academic Conduct

1. (No changes.)
2. The instructor in a course is responsible for initiating action in each case of dishonesty or plagiarism which occurs in his or her class. In cases of [~~proven~~] convincing evidence of or admitted academic dishonesty or plagiarism, an instructor [~~may~~] should take appropriate action as described below. Before taking such action, however, the instructor [~~shall~~] should attempt to discuss the matter with the student. If cheating is suspected on a final exam, the instructor should submit an X grade until a reasonable attempt can be made to contact the student, preferably within one month after the end of the semester.
3. In cases in which guilt is admitted by the student or determined by the instructor, after attempting to contact the student, he or she may give the offending student a failing grade on the assignment or a failing grade in a course. When a student is given a failing grade in a course as a result of academic dishonesty or plagiarism, the instructor shall report the facts of the case and the action to be taken against the student in writing to the instructor's department chairperson. The chairperson will provide a copy to the student, to his or her Academic Dean, and to the Dean of Students Office. The Dean of Students Office shall retain a copy of this report in its discipline files. The student will have the right to appeal the receipt of a failing grade in a course through the established grade appeal procedure. The student may not appeal a failing grade given for a class assignment.
- 4.-6. (No changes.)
7. A written report of any additional disciplinary action taken by the Dean of Students Office will be sent to the appropriate Academic Dean's Office [~~to the instructor,~~] and to the student. The final results of a grade appeal in such matters shall be reported in the manner required by the grade appeals procedure, and to the Dean of Students Office.
  - a.-b. (No changes.)
8. (No changes.)

D. Disciplinary Sanctions

1.-4. (No changes.)

5. Disciplinary Suspension

- a. Disciplinary suspension, (hereinafter referred to as suspension), involves exclusion from classes, exclusion from other privileges and activities (including access to computing facilities), and exclusion from campus.
- b. When a student or organization is suspended, the suspension shall be for a stated period, but in no case shall it be for less than the remainder of the semester in which the offense is committed. The only exception to this rule is "temporary suspension" discussed in Section E, paragraph 5, of this "Code". The status of "disciplinary suspension" ~~[shall]~~ may be shown on the student's academic record, including the transcript, during the period of suspension. Upon readmission of the student, notation of suspension shall be removed from the transcript. Notification of student or organizational suspension shall indicate the date on which the suspension begins, the earliest date at which application may be made for readmission or registration, and any special conditions relating to the steps required for readmission or registration. During suspension, a student shall not attend classes or participate in any University-related activity. During suspension of an organization, the registration and privileges of the organization are suspended.
- c. (No changes.)

E. Disciplinary Procedures

1. (No changes.)

2. Informal Disposition

- a. In cases in which the student or organization does not dispute the facts leading to the charge made by the Dean of Students Office, and ~~[wishes-to]~~ signs a statement admitting guilt to the offense, no formal hearing or further proceeding will be required, except in cases where suspension is a possible sanction.
- b.-d. (No changes.)

3. Formal Disposition

- a. (No changes.)
- b. A "notification of charge and pending disciplinary hearing" shall be delivered in person, or sent to the student's or organization's local address of record. This notice shall include the following:
  - 1) A statement of the rule(s) allegedly violated and the alleged act(s) committed.
  - 2) A statement of the actual charge(s) which, if proven, would constitute the alleged violation(s).



- 3) A statement of the penalties which may be imposed if the charge(s) is proven.
- 4) A statement informing both parties that lists of witnesses, testimonies, and any other documents relevant to the case will be exchanged prior to the hearing.
- 5) Notification of the right of the student or organization to be accompanied by an advisor of the student's or organization's choosing (for advising purposes only, not for representation).

6)-7) (No changes.)

c.-d. (No changes.)

- e. The University Discipline Committee may proceed to conduct a hearing at which the accused student or organization is not present in cases in which the officer or committee is satisfied that a reasonable effort was made to notify the accused student or organization of the charge(s) and of the time and place of the hearing. This effort should include hand-delivering, or sending, by registered or certified mail, the required notice of these matters to the student's or organization's official address of record. In the accused student's or organization's absence, the officer or committee will hear the evidence, weigh the facts, and render an appropriate judgement.

f.-g. (No changes.)

4.-5. (No changes.)

#### F. Disciplinary Appeal Procedures

1.-4. (No changes.)

#### 5. Responsibility of the University Appeals Committee

a. (No changes.)

- b. The University Appeals Committee may take one of the following actions:

- 1) It may find no prejudicial error and affirm the decision.
- 2) It may find that the evidence submitted was not substantial enough to establish that an offense, as charged, was committed and may dismiss the case.
- 3) It may decide that there were prejudicial errors sufficient to require another hearing. In this case, the matter will again be referred to the Dean of Students Office and a new hearing, following the disciplinary procedures outlined in this "Code", will be scheduled. ~~[The student or organization will determine whether the new hearing will be conducted by the University Discipline Committee.]~~
- 4) In cases involving denial of readmission pursuant to Section [D3] D5 of this "Code", the University Appeals Committee may affirm the decision or request that the student or organization be readmitted to the University.

c. (No changes.)

6. (No changes.)

G. (No changes.)

H. Code Committees

1. University Discipline Committee
  - a. The University Discipline Committee shall be empowered to conduct disciplinary hearings on cases properly referred to it. The Committee shall be composed of two full-time faculty members, two students, and two full-time members of the University administration. Each member shall be appointed for a one-year term by the Vice President for Student Affairs and may be reappointed.
  - b. No changes.
  - c. The Dean of Students or a designated staff member from the Dean of Students Office shall serve as the permanent secretary and non-voting resource person for the Committee.
  - d.-h. (No changes.)
2. (No changes.)
3. Code of Student Conduct Committee
  - a. (No changes.)
  - b. Committee Membership
    - 1) The "Code of Student Conduct" Committee shall consist of four full-time faculty members, two undergraduate students, and one graduate student.
    - 2) (No changes.)
    - 3) One full-time faculty member, one undergraduate student and one graduate student shall be appointed as alternates. Alternate members shall be encouraged to attend all meetings, but will have a vote only in the absence of a regular member.
    - 4) (No changes.)



TEXAS TECH UNIVERSITY  
TENURE POLICY

FOREWORD

A university is a community of scholars whose members are engaged in the discovery, evaluation, transmission, and extension of knowledge. As such they must be free to search for and express the truth as they find it, whether in the classroom, research/creative activity, or service as members of the community, and regardless of their tenure status. They must also be free from undue constraints, whether imposed from inside or outside the university.

Faculty members' privileges imply correlative responsibilities. In addition to maintaining standards of competence, particularly those relating to scholarship and teaching ability, faculty members are responsible for maintaining the proper attitude of objectivity, industry, and cooperation with their associates within the university. It is a faculty member's professional responsibility to contribute productively throughout his or her academic career.

As persons of learning, faculty members should remember that the public may judge their profession and institution by their utterances and other actions. They should thus at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and exercise every effort to make clear that as individuals they do not speak for the institution.

I. CONCEPT OF TENURE

Academic tenure, or continuing appointment, has been developed so that Texas Tech University may have the benefit of the competent and honest judgment of its faculty. It thus recognizes the professional status of University faculty and assures that tenured employment may be terminated only for adequate cause.

Tenure may normally be obtained only after a period of probationary service. After tenure is granted, the burden of proof rests upon the University when it wishes to dismiss a faculty member.

## II. PURPOSE OF TENURE

Tenure is designed to accomplish the following purposes:

- A. to assure the faculty of freedom of teaching, of research, of opinion, and of full participation as citizens in the community; and,
- B. to provide appropriate procedures of due process for establishing justification for possible termination of tenure, so that faculty members may be guaranteed adequate notice and a fair hearing.
- C. to assist the university by encouraging sound standards for the original selection of faculty;
- D. to result in the retention, encouragement, and promotion of the ablest and most promising faculty.

## III. TYPES OF APPOINTMENT

Members of the faculty who are employed full-time in the University and who hold the rank of assistant professor, associate professor, or professor are eligible for tenure consideration. The tenure policy does not apply to administrative or part-time appointments.

Types of appointment:

- A. Appointments which may be made upon the basis of continuing appointments are:  
  
Assistant Professor  
Associate Professor  
Professor
- B. Appointments which are probationary and which may lead to the admission to tenure are:  
  
Assistant Professor  
Associate Professor  
Professor
- C. Special full-time appointments which do not acquire tenure are:  
  
Instructor  
Lecturer  
Visiting Assistant Professor, Visiting Associate Professor,  
Visiting Professor  
Adjunct Assistant Professor, Adjunct Associate Professor,  
Adjunct Professor  
Research Scientist/Research Professor

Although the above full-time appointments do not acquire tenure, persons holding these appointments have academic freedom and after six years can only be dismissed for adequate cause. Individuals dismissed for adequate cause shall be accorded due process in accordance with the Faculty Grievance Procedure.

Appointment to the above ranks can be continued beyond six years only by majority vote of the tenured faculty of the academic unit (department, college, or school) in which the position is placed, and subject to the approval of the responsible dean and the Vice President for Academic Affairs and Research. Faculty members whose duties are appropriate to tenured and probationary faculty shall not be given the ranks listed in section C.

#### IV. ADMISSION TO TENURE

A. The terms and conditions of every appointment shall be stated in writing and shall be in the possession of both the University and the faculty member before the appointment is completed. Probationary faculty members should review the established standards and procedures for consideration for tenure which are available in the offices of department chairpersons and deans.

B. A faculty member must complete a reasonable probationary period before acquiring tenure in the University. In exceptional cases, associate professors and professors may have their initial appointment in the University with tenure when the traditional tenure review procedure set forth in section IV.E precedes the appointment. (Faculty members who are promoted in rank shall not thereby acquire tenure unless the normal tenure review procedure set forth in section IV.E has been completed.)

C. The maximum probationary period for admission to tenure is the same for all tenure-eligible ranks. Before the end of a six-year probationary period at Texas Tech University, an untenured assistant, associate, or full professor must be notified in writing either that tenure has been awarded or that the appointment will not be renewed at the end of the seventh year.

D. Determination of the maximum probationary period for admission to tenure is subject to the following guidelines:

1. Computation of the maximum probationary period begins upon a faculty member's initial appointment to a tenure-eligible rank and is not affected by promotions made during that period.

2. A probationary year for admission to tenure shall begin in September of the calendar year in which the appointment is made.

3. All time accrued in full-time service at Texas Tech University in a tenure-eligible rank will be counted in the probationary period.

4. Tenure may be awarded prior to completion of the full probationary term. A faculty member, at his or her request, may be considered for tenure prior to completion of the full probationary period without prejudice for later reconsideration.

E. Primary responsibility for evaluation of the academic qualifications of candidates for tenure rests with the faculty. When the organizational structure permits, four sequential levels exist in the tenure review process: (1) evaluations by the department or division which includes a vote by the tenured faculty and recommendation by the chairperson; (2) review at the college level which includes recommendation by the dean; (3) review by the Vice President for Academic Affairs and Research which includes review by the Dean of the Graduate School; and (4) review by the President. The President makes recommendations for tenure to the Board of Regents. A faculty member is awarded tenure only by action of the Board of Regents.

#### V. DISCRIMINATION

All academic appointments and tenure judgments and recommendations rest upon objective requirements in relationship to the ability of the faculty member to perform his or her responsibilities in teaching, research/creative activity, and service. Such judgments and recommendations are to be made without regard to race, religion, sex, age, national origin, marital status, or physical disabilities which do not obstruct professional performance.

#### VI. GROUND FOR TERMINATION

Termination of the employment of a tenured faculty member or any other faculty member before the expiration of the stated period of appointment, except by resignation, retirement, or under extraordinary circumstances because of demonstrable bona fide financial exigency, will be only for adequate cause shown with the burden of proof on the University.

#### VII. TERMINATION PROCEDURE

A. In each case of termination the issue will be determined by an equitable procedure, affording protection to the rights of the individual and to the interest of the University. In cases where the respondent faculty member admits his or her conduct constitutes adequate cause, or does not choose to have a hearing, he or she may offer in writing his or her resignation.

B. Before the filing of formal charges, every reasonable effort shall be made to mediate and conciliate differences. The Chairperson of the Tenure Advisory Committee (or other member designated by the committee) shall make a rigorous attempt at confidential, equitable, and expeditious mediation. After such attempted mediation has failed and the mediator has made a report in writing to President of the University, a copy of the report going to the faculty member, a formal investigation shall be undertaken. A member of the

Tenure Advisory Committee, appointed by the chairman of said committee, and the Vice President for Academic Affairs and Research (or his representative) together shall conduct a thorough, confidential, equitable, and expeditious review. This review and the recommendations of the investigating team shall be considered by the President of the University in determining whether formal charges should be filed by the President to terminate a faculty member's employment for cause.

C. In all cases of formal charges, the faculty member will be informed in writing of the charges which, on reasonable notice, will be considered by a Hearing Committee convened by the President. The Hearing Committee will be made up of five members chosen by the Tenure Advisory Committee from a panel of twenty tenured faculty members who will be elected annually. Two panel members of the twenty will be elected from each college or school by the voting faculty of each college or school with the remaining panel members being elected at large. Members of the Tenure Advisory Committee shall not be eligible for concurrent service on this panel and the Tenure Advisory Committee.

D. The Hearing Committee shall be selected in this fashion. First, the Tenure Advisory Committee shall by lot order the names of the members of the hearing panel, assigning them numbers one through twenty. Second, panel members deeming themselves biased shall remove themselves from the case. Third, either party in the dispute may strike no more than three names from those remaining on the list. Finally, the Tenure Advisory Committee shall designate the five names with the lowest numbers remaining on the list to constitute the Hearing Committee.

E. The Hearing Committee will select a chairperson from its membership and may, if it chooses, request appropriate legal counsel to be furnished by the University, but not from the Office of the General Counsel. The legal counsel will advise the Hearing Committee but will not vote. The committee may consult with the General Counsel of the University on technical questions not directly bearing on the merits of the case if the committee considers such consultation appropriate and helpful. The hearing will be private and confidential unless the faculty member elects to have a public hearing. The Hearing Committee shall determine procedures to be implemented in the hearing, which procedures shall afford due process and fairness to both parties.

F. In every such hearing the faculty member shall have the right to appear in person with legal counsel, retained by the individual, and to confront and cross-examine witnesses. The faculty member shall have the right to testify, but may not be required to do so, and may introduce in his or her behalf all evidence and material, written or oral, which he or she considers to be relevant or material to the case. The University shall also have the right to legal counsel from the Office of General Counsel in the preparation and presentation of charges and have the same rights in the hearing as those accorded to the faculty member. An audio-tape of the proceedings shall be made and delivered to the President for submission to the Board, and a copy of this audio-tape shall be made available to the respondent. The record will be transcribed only on the request of either the faculty member or the President at the expense of the requesting party.



G. The Hearing Committee, by a majority of its total membership, shall make written findings of fact on each charge and make specific recommendations with regard to each of the charges and the charge as a whole. The committee, by a majority of its total membership, may make supplementary suggestions it deems proper concerning disposition of the case. If minority findings, recommendations, or suggestions are made, they shall be similarly treated. The Chairperson of the Hearing Committee shall deliver the findings, recommendations, and suggestions to the President, who shall transmit them along with his/her recommendations to the faculty member and to the Board of Regents.

H. The Board of Regents, by a majority of its total membership, shall approve, reject, or amend the findings, recommendations, and suggestions of the Hearing Committee based on the record. Any amendment or change of such findings, recommendations, or suggestions, and the reasons therefor, will be stated in writing and communicated to the President who will transmit them to the Hearing Committee, which will then study any additional matters presented to it and within 45 days submit its recommendations to the President. If the Board of Regents then overrules the recommendations of the Hearing Committee, it will state in writing to the President, who will transmit the decision to the Hearing Committee, its reasons for its actions in overruling the Hearing Committee's recommendations. The President shall also notify the faculty member in writing of the Board's decision, and this communication shall include the findings and recommendations of the Hearing Committee as well as those of the Board. The decision of the Board of Regents shall be final.

I. The procedure for termination described in the foregoing paragraphs of this section does not negate the right of the President to suspend a faculty member from all or some duties when the President reasonably believes that the allegations, if true, create a likelihood of harm for persons or the University. The suspension shall be with pay until such time as the suspended faculty member has been accorded the procedural rights described in the foregoing paragraphs of this section.

#### VIII. NOTICE OF NONREAPPOINTMENT, TERMINATION, OR RESIGNATION

A. Full-time faculty members in their first year with the University whose duties commence with the first semester of the academic year must be notified by the following March 1 if they are not to be reappointed.

B. Full-time faculty members in their first year with the University whose duties commence after November 15 must be notified by the following April 15 if they are not to be reappointed.

C. Full-time faculty members who are in their second year with the University and who are not to be reappointed shall be notified by December 15 of the academic year in which the appointment is to terminate.

D. Full-time faculty members with more than two years with the University will be notified of nonreappointment by issuance of a terminal contract for one academic year.

E. Full-time faculty members who hold a position by appointment for a fixed time period shall receive notice of nonreappointment in accordance with the terms of the appointment or in accordance with VIII. A., B., C. or D. above.

F. The University is not required to give a nontenured faculty member a reason for a decision of nonreappointment. However, each faculty member is entitled to see all of his or her personnel file and, at his or her expense, to obtain a copy of the information contained therein. If a nontenured faculty member alleges that a decision not to reappoint him or her is caused by considerations violative of academic freedom, for constitutionally impermissible reasons, or for significant noncompliance with the University's established standards or prescribed procedures, the allegation shall be given preliminary consideration by a faculty committee. The Tenure Advisory Committee is responsible for appointing this committee -- from within or outside its own membership -- and for its functioning. If the committee concludes that there is probable cause for the faculty member's allegation, the Tenure Advisory Committee shall notify the Vice President for Academic Affairs and Research and convene the hearing committee and the matter shall be heard in accordance with the procedures outlined in Section VII, except that the faculty member shall be responsible for stating the specific grounds on which the allegations were based and the burden of proof will rest upon the faculty member.

G. Notice of resignation by a faculty member shall be given as early as possible to obviate serious inconvenience to the University.

#### IX. TENURE ADVISORY COMMITTEE

The Tenure Advisory Committee may consider matters pertaining to tenure or academic freedom referred to it by members of the University community. The committee reports to the President. If the President does not approve a recommendation of the committee, the committee shall be informed in writing of the reasons for disapproval. The substance of any recommendation by the committee, if approved by the President, shall be given consideration for incorporation in the operating procedures of the University.

The committee shall consist of five tenured faculty and two ex-officio members who are the Vice President for Academic Affairs and Research and a dean selected by the Academic Council. The faculty members will be elected at large by the voting faculty for staggered terms of five years, with one membership position terminating August 31 of each year. No more than two faculty members elected from any college or school shall serve on the committee at the same time. No elected faculty member will be eligible for reelection to the committee until a period of one year has elapsed from the termination date of a prior term unless he or she was elected to serve less than two years of an unexpired term of a previous member. The dean member shall serve for three years, but shall not be eligible to serve consecutive terms. The committee shall determine its own rules of procedure.

X. IMPLEMENTATION AND REVISION

This policy is to be implemented immediately upon approval by the Board of Regents. Faculty members in a probationary status on that date will have the opportunity to choose the tenure policy under which they wish to be considered for tenure -- the policy applicable to them or this policy. All tenured faculty members are subject to applicable provisions and procedures of this tenure policy. The tenure of faculty members who have attained tenure under prior policies at Texas Tech University continues. This policy shall not be applied in derogation of any faculty member's contract rights.

Revisions to this policy may be proposed to the Board of Regents by the President. The Tenure Advisory Committee, the Faculty Senate or other academic groups may submit proposals to the Vice President for Academic Affairs and Research. Such proposals shall be reviewed by the Tenure Advisory Committee and the Faculty Senate. Following this review, the Vice President for Academic Affairs and Research shall present approved proposals to the faculty for consideration. In this process, the voting faculty (as defined in the Constitution of the Faculty Senate) shall be polled for approval or disapproval of the proposals. If approved by the voting faculty, the proposals shall be forwarded by the Vice President for Academic Affairs and Research to the President for his review and, if the President approves, to the Board of Regents for its consideration. Under the statutory authority of the State of Texas, the Board of Regents has the sole authority to revise this tenure policy.



STATEMENT ON TENURE POLICY  
Chairman, Board of Regents  
May 16, 1986

The action taken today by the Board of Regents in regard to the tenure policy for the University is without question one of the most significant decisions a governing board can make. The foundation of a university is its faculty and at most of the major universities, public and private, the concept of tenure is a major factor in faculty development and quality, as well as a protection of academic freedom. Additionally, a sound tenure policy helps to provide a working environment that makes it possible for a competent and professional faculty to achieve its greatest potential in teaching, research, and public service.

In 1981 efforts began to revise the Texas Tech tenure policy because time and circumstances brought about need for revision. In September, 1984, the Board approved a policy to correct shortcomings perceived in the old policy, but more importantly that was intended to ensure a vital, energetic, productive and high quality faculty that would lead the University to the forefront of higher education. Nonetheless, some concerns and questions raised among the faculty with certain portions of this policy brought about the appointment of a special task force to review the policy and to address those concerns and questions and prepare suggestions for revision. This task force of faculty and academic administrators intensively reviewed tenure at Tech and subjected the existing policy to critical review. Patiently and thoroughly the task force, with much give and take, negotiation, and constructive debate developed the revision that has been adopted today. Noteworthy in this entire review process was the willingness of all those who worked to develop the policy revision in a spirit of cooperation and mutual pursuit of the common goal: the development and preservation of the highest quality faculty that we can possibly achieve. Ninety-one percent of the faculty who voted on the revision approved it. Similarly, there was unanimous acceptance by the Board of Regents. Both votes attest to the success of the task force efforts. Although not everyone is satisfied with everything, this clearly expressed endorsement of this resolution of a matter that was exceedingly complex, and crucial to the future of Texas Tech, is indeed gratifying.

However, all policies depend to a high degree on the common sense and good will of those who carry them out. In this connection, the Board has always believed that good performance should be identified and able faculty recognized. Therefore, the operating procedures that implement this tenure policy will provide for annual performance evaluations for all faculty that will include an assessment of the three previous years and thus in effect covers four years of professional activity. A scheduled, structured, and well-understood evaluation system preserves the strengths of the tenure concept while ensuring public confidence in a vigorous and accountable faculty.

On behalf of the Board, I express appreciation to all those faculty, administration, and Board members who devoted their time and talents to bring this matter of tenure policy revision to such a satisfactory conclusion. We can now move to the many challenges that will come our way with the confidence and knowledge that our tenure policy will do much to support and encourage our faculty to carry out its responsibilities with the same dedication and professionalism that have been so evident in the past.

Leaves of Absence

Approve leave of absence without pay for Kyung Wook Shin, Associate Professor of Music, for the period September 1, 1986, through June 30, 1987. This leave is requested in order that Mr. Shin might accept a Fulbright award for lecturing and research in Korea. Opportunities for research into the music and operatic literature performed in Korea will strengthen his professional background and improve the voice and opera programs at Texas Tech University.

Approve leave of absence without pay for Ms. Neera Badhwar, Assistant Professor of Philosophy, for the period September 1, 1986, through May 31, 1987. This leave is requested in order that she may accept the Killam Postdoctoral Fellowship at Dalhousie University in Halifax, Nova Scotia. Acceptance of this Fellowship will benefit both her teaching and research.

Approve leave of absence without pay for Dr. Eugene P. Foerster, Associate Professor of Agricultural Engineering, for the period September 1, 1986, through August 31, 1987. This leave is requested in order that Dr. Foerster can serve as chairperson of the Agricultural Engineering Department of Sultan Qaboos University in the Sultanate of Oman. This experience will enhance the influence of Texas Tech internationally.

## TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (12/01/85 - 02/28/86)

Page 1

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
<u>BOARD APPROVAL:</u>					
<u>E&amp;G APPROPRIATED FUNDS:</u>					
LO858	E&G Utilities Improvements	\$ 0	\$ 523,213	\$ 523,213	E&G percentage of net refund from LP&L for overcharges since September, 1982.  Establish new budget for Advanced Technology Research Grants.
LO896	Advanced Technology Research Grant	\$1,955,000	\$ 0	\$1,955,000	
Subtotal, E&G Appropriated Funds		\$1,955,000	\$ 523,213	\$2,478,213	
<u>SERVICE FUNDS:</u> None.					
<u>DESIGNATED FUNDS:</u>					
A0577	Instructional Equipment - Academic Affairs	\$ 300,000	\$ 0	\$ 300,000	Transfer from Building Use Fee for instructional equipment.
Subtotal, Designated Funds		\$ 300,000	\$ 0	\$ 300,000	

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
<u>AUXILIARY FUNDS:</u>					
A0556	Texas Tech Press	\$ 0	\$ 400,000	\$ 400,000	Due to more business adjust budget to revised estimate of revenue and expenditures.
A0574	Auxiliary Utility Projects	0	249,808	249,808	Auxiliary percentage of net refund from LP&L for over-charges since September, 1982.
	Subtotal, Auxiliary Funds	\$ 0	\$ 649,808	\$ 649,808	
<u>CURRENT RESTRICTED FUNDS:</u>					
N0903	Malaysian Project	\$ 0	\$ 136,709	\$ 136,709	Texas International Education Consortium Grant.
	Subtotal, Current Restricted	\$ 0	\$ 136,709	\$ 136,709	
TOTAL APPROVAL		\$2,255,000	\$1,309,730	\$3,564,730	
<u>BOARD RATIFICATION:</u> None		\$ 0	\$ 0	\$ 0	
TOTAL		\$2,255,000	\$1,309,730	\$3,564,730	

TEXAS TECH UNIVERSITY  
STUDENT FEES  
Effective Beginning Fall Semester, 1986

Board Minutes  
May 16, 1986  
Attachment No. M10  
Item M164

(1) REGISTRATION FEES

(A) All Colleges Except School of Law<sup>1</sup>

1. Residents of Texas - Long Term

	a.	b.	c.	d.	e.	
	Tuition <sup>1</sup>	Student Services Fee* <sup>1</sup>	Medical Services Fee** <sup>1</sup>	Building Use Fee	University Center Fee	Total
Hours						
1	\$100.00	\$ 5.40	\$ -0-	\$ 6.00	\$ -0-	\$111.40
2	100.00	10.80	-0-	12.00	-0-	122.80
3	100.00	16.20	-0-	18.00	15.00	149.20
4	100.00	21.60	25.00	24.00	15.00	185.60
5	100.00	27.00	25.00	30.00	15.00	197.00
6	100.00	32.40	25.00	36.00	15.00	208.40
7	112.00	37.80	25.00	42.00	15.00	231.80
8	128.00	43.20	25.00	48.00	15.00	259.20
9	144.00	48.60	25.00	54.00	15.00	286.60
10	160.00	54.00	25.00	60.00	15.00	314.40
11	176.00	59.40	25.00	66.00	15.00	341.40
12	192.00	64.00	25.00	72.00	15.00	368.00
13	208.00	64.00	25.00	78.00	15.00	390.00
14	224.00	64.00	25.00	84.00	15.00	412.00
15	240.00***	64.00	25.00	90.00***	15.00	434.00

<sup>1</sup>See (6) CHANGES IN FEES, Items; (A), (B), (C), (D)

\*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$6.20 per semester credit hour, not to exceed a maximum of \$74.00.

\*\*Fee not applicable for enrollment at the Junction Center. Medical Services Fee at the Junction Center is \$5.50 per Term.

\*\*\*Hours over 15, add \$16 per hour for Tuition and \$6 per hour for Building Use Fee.

2. Residents of Texas - Summer Term

	a.	b.	c.	d.	e.	
	Tuition <sup>1</sup>	Student Services Fee* <sup>1</sup>	Medical Services Fee** <sup>1</sup>	Building Use Fee	University Center Fee	Total
Hours						
1	\$ 50.00	\$ 5.40	\$ -0-	\$ 6.00	\$ 7.50	\$ 68.90
2	50.00	10.80	-0-	12.00	7.50	80.30
3	50.00	16.20	-0-	18.00	7.50	91.70
4	64.00	21.60	12.50	24.00	7.50	129.60
5	80.00	27.00	12.50	30.00	7.50	157.00
6	96.00	32.40	12.50	36.00	7.50	184.40
7	112.00***	37.80****	12.50	42.00***	7.50	211.80

<sup>1</sup>See (6) CHANGES IN FEES, Items; (A), (B), (C), (D)

\*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$6.20 per semester credit hour, not to exceed a maximum of \$74.00.

\*\*Fee not applicable for enrollment at the Junction Center. Medical Services Fee at the Junction Center is \$5.50 per Term.

\*\*\*Hours over 7, add \$16 per hour for Tuition and \$6 per hour for Building Use Fee.

\*\*\*\*Hours over 7, add \$5.40 per hour for Student Services Fee (maximum \$64.00).

(1) REGISTRATION FEES (Continued)

Board Minutes  
 May 16, 1986  
 Attachment No. M10, pg. 2  
 Item M164

(A) All Colleges except School of Law<sup>1</sup>

## 3. Non-Resident Students, United States Citizens and Foreign Students - Long Term

	a.	b.	c.	d.	e.	
Hours	Tuition <sup>1</sup>	Student Services Fee*	Medical Services Fee** <sup>1</sup>	Building Use Fee	University Center Fee	Total
1	\$120.00	\$ 5.40	\$ -0-	\$ 6.00	\$ -0-	\$ 131.40
2	240.00	10.80	-0-	12.00	-0-	262.80
3	360.00	16.20	-0-	18.00	15.00	409.20
4	480.00	21.60	25.00	24.00	15.00	565.60
5	600.00	27.00	25.00	30.00	15.00	697.00
6	720.00	32.40	25.00	36.00	15.00	828.40
7	840.00	37.80	25.00	42.00	15.00	959.80
8	960.00	43.20	25.00	48.00	15.00	1,091.20
9	1,080.00	48.60	25.00	54.00	15.00	1,222.60
10	1,200.00	54.00	25.00	60.00	15.00	1,354.00
11	1,320.00	59.40	25.00	66.00	15.00	1,485.40
12	1,440.00	64.00	25.00	72.00	15.00	1,616.00
13	1,560.00	64.00	25.00	78.00	15.00	1,742.00
14	1,680.00	64.00	25.00	84.00	15.00	1,868.00
15	1,800.00***	64.00	25.00	90.00***	15.00	1,994.00

<sup>1</sup> See (6) CHANGES IN FEES, Items; (A), (B), (C), (D).

\*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$6.20 per semester credit hour, not to exceed a maximum of \$74.00.

\*\*Fee not applicable for enrollment at the Junction Center. Medical Services Fee at the Junction Center is \$5.50 per Term.

\*\*\*Hours over 15, add \$120 per hour for Tuition and \$6 per hour for Building Use Fee.

## 4. Non-Resident Students, United States Citizens and Foreign Students - Summer Term

	a.	b.	c.	d.	e.	
Hours	Tuition <sup>1</sup>	Student Services Fee*	Medical Services Fee** <sup>1</sup>	Building Use Fee	University Center Fee	Total
1	\$120.00	\$ 5.40	\$ -0-	\$ 6.00	\$ 7.50	\$138.90
2	240.00	10.80	-0-	12.00	7.50	270.30
3	360.00	16.20	-0-	18.00	7.50	401.70
4	480.00	21.60	12.50	24.00	7.50	545.60
5	600.00	27.00	12.50	30.00	7.50	677.00
6	720.00	32.40	12.50	36.00	7.50	808.40
7	840.00***	37.80****	12.50	42.00***	7.50	939.80

<sup>1</sup> See (6) CHANGES IN FEES, Items; (A), (B), (C), (D)

\*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$6.20 per semester credit hour, not to exceed a maximum of \$74.00.

\*\*Fee not applicable for enrollment at the Junction Center. Medical Services Fee at the Junction Center is \$5.50 per Term.

\*\*\*Hours over 7, add \$120 per hour for Tuition and \$6 per hour for Building Use Fee; Medical Services Fee and University Center Fee remain the same.

\*\*\*\*Hours over 7, add \$5.40 per hour for Student Services Fee (Maximum \$64.00).



TEXAS TECH UNIVERSITY  
STUDENT FEES  
Effective Beginning Fall Semester, 1986

Board Minutes  
May 16, 1986  
Attachment No. M10, pg. 3  
Item M164

(1) REGISTRATION FEES

(B) School of Law<sup>1</sup>

1. Residents of Texas - Long Term

	a.	b.	c.	d.	e.	
Hours	Tuition <sup>1</sup>	Student Services Fee*	Medical Services Fee**	Building Use Fee	University Center Fee	Total
1	\$ 36.00	\$ 5.40	\$ -0-	\$ 6.00	\$ -0-	\$ 47.40
2	72.00	10.80	-0-	12.00	-0-	94.80
3	108.00	16.20	-0-	18.00	15.00	157.20
4	144.00	21.60	25.00	24.00	15.00	229.60
5	180.00	27.00	25.00	30.00	15.00	277.00
6	216.00	32.40	25.00	36.00	15.00	324.40
7	252.00	37.80	25.00	42.00	15.00	371.80
8	288.00	43.20	25.00	48.00	15.00	419.20
9	324.00	48.60	25.00	54.00	15.00	466.60
10	360.00	54.00	25.00	60.00	15.00	514.00
11	396.00	59.40	25.00	66.00	15.00	561.40
12	432.00	64.00	25.00	72.00	15.00	608.00
13	468.00	64.00	25.00	78.00	15.00	650.00
14	504.00	64.00	25.00	84.00	15.00	692.00
15	540.00***	64.00	25.00	90.00***	15.00	734.00

<sup>1</sup> See (6) CHANGES IN FEES, Items; (A), (B), (C), (D)

\*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$6.20 per semester credit hour, not to exceed a maximum of \$74.00.

\*\*Fee not applicable for enrollment at the Junction Center. Medical Services Fee at the Junction Center is \$5.50 per Term.

\*\*\*Hours over 15, add \$36 per hour for Tuition and \$6 per hour for Building Use Fee.

2. Residents of Texas - Summer Term

	a.	b.	c.	d.	e.	
Hours	Tuition <sup>1</sup>	Student Services Fee*	Medical Services Fee**	Building Use Fee	University Center Fee	Total
1	\$ 36.00	\$ 5.40	\$ -0-	\$ 6.00	\$ 7.50	\$ 54.90
2	72.00	10.80	-0-	12.00	7.50	102.30
3	108.00	16.20	-0-	18.00	7.50	149.70
4	144.00	21.60	12.50	24.00	7.50	209.60
5	180.00	27.00	12.50	30.00	7.50	257.00
6	216.00	32.40	12.50	36.00	7.50	304.40
7	252.00***	37.80****	12.50	42.00***	7.50	351.80

<sup>1</sup> See (6) CHANGES IN FEES, Items; (A), (B), (C), (D)

\*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$6.20 per semester credit hour, not to exceed a maximum of \$74.00.

\*\*Fee not applicable for enrollment at the Junction Center. Medical Services Fee at the Junction Center is \$5.50 per Term.

\*\*\*Hours over 7, add \$36 per hour for Tuition and \$6 per hour for Building Use Fee.

\*\*\*\*Hours over 7, add \$5.40 per hour for Student Services Fee (maximum \$64.00).



(1) REGISTRATION FEES (Continued)

(B) School of Law<sup>1</sup>

3. Non-Resident Students, United States Citizens and Foreign Students - Long Term

	a.	b.	c.	d.	e.	
	Tuition <sup>1</sup>	Student Services Fee*	Medical Services Fee**	Building Use Fee	University Center Fee	Total
Hours						
1	\$ 150.00	\$ 5.40	\$ -0-	\$ 6.00	\$ -0-	\$ 161.40
2	300.00	10.80	-0-	12.00	-0-	322.80
3	450.00	16.20	-0-	18.00	15.00	499.20
4	600.00	21.60	25.00	24.00	15.00	685.60
5	750.00	27.00	25.00	30.00	15.00	847.00
6	900.00	32.40	25.00	36.00	15.00	1,008.40
7	1,050.00	37.80	25.00	42.00	15.00	1,169.80
8	1,200.00	43.20	25.00	48.00	15.00	1,331.20
9	1,350.00	48.60	25.00	54.00	15.00	1,492.60
10	1,500.00	54.00	25.00	60.00	15.00	1,654.00
11	1,650.00	59.40	25.00	66.00	15.00	1,815.40
12	1,800.00	64.00	25.00	72.00	15.00	1,976.00
13	1,950.00	64.00	25.00	78.00	15.00	2,132.00
14	2,100.00	64.00	25.00	84.00	15.00	2,288.00
15	2,250.00***	64.00	25.00	90.00***	15.00	2,444.00

<sup>1</sup>See (6) CHANGES IN FEES, Items; (A), (B), (C), (D)

\*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$6.20 per semester credit hour, not to exceed a maximum of \$74.00.

\*\*Fee not applicable for enrollment at the Junction Center. Medical Services Fee at the Junction Center is \$5.50 per Term.

\*\*\*Hours over 15, add \$150 per hour for Tuition and \$6 per hour for Building Use Fee.

4. Non-Resident Students, United States Citizens and Foreign Students - Summer Term

	a.	b.	c.	d.	e.	
	Tuition <sup>1</sup>	Student Services Fee*	Medical Services Fee**	Building Use Fee	University Center Fee	Total
Hours						
1	\$ 150.00	\$ 5.40	\$ -0-	\$ 6.00	\$ 7.50	\$ 168.90
2	300.00	10.80	-0-	12.00	7.50	330.30
3	450.00	16.20	-0-	18.00	7.50	491.70
4	600.00	21.60	12.50	24.00	7.50	665.60
5	750.00	27.00	12.50	30.00	7.50	827.00
6	900.00	32.40	12.50	36.00	7.50	988.40
7	1,050.00***	37.80****	12.50	42.00***	7.50	1,149.80

<sup>1</sup>See (6) CHANGES IN FEES, Items; (A), (B), (C), (D)

\*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$6.20 per semester credit hour, not to exceed a maximum of \$74.00.

\*\*Fee not applicable for enrollment at the Junction Center. Medical Services Fee at the Junction Center is \$5.50 per Term.

\*\*\*Hours over 7, add \$150 per hour for Tuition and \$6 per hour for Building Use Fee; Medical Services Fee and University Center Fee remain the same.

\*\*\*\*Hours over 7, add \$5.40 per hour for Student Services Fee (Maximum \$64.00).

(2) HOUSING FEES<sup>1</sup>

(A) Deposits and Room and Board Rates

1. Room Deposit \$ 60.00
2. Advance Payment \$100.00
3. Room and Board Rates:
  - a. Dormitory Rates: 1986-87 Academic Year Charges Per Student for a Double Room:

<u>Dormitory</u>	<u>9 months 13 meals/week</u>	<u>9 months 20 meals/week</u>	<u>Summer/term 18 meals/week</u>
Doak and Gordon	\$2,351	\$2,446	Not Open
Bledsoe, Carpenter, Gaston, Horn, Knapp, Sneed, Weeks, Wells	2,441	2,536	Not Open
Clement, Gaston, Gates, Hulen, Wall	2,739	2,834	Not Open
Murdough, Stangel	2,739	2,834	\$ 474
Chitwood, Coleman, Weymouth	2,842	2,937	Not Open
Gaston Apartments	Not Open	Not Open	Not Open
Add for a single room	330	330	75

(B) Miscellaneous Housing Rates for 1986-87

1. Men Athletes: 1986-87 Room and Reduced Board: \$1,431 per academic year.
2. Miscellaneous Guest Housing Rates:

a. Guest Room and Apartment Rates

All guest rooms and small Bledsoe apartments:

Double Occupancy - per person	\$ 13.50/night
Single Occupancy - per person	18.00/night

Larger guest apartments:

Double Occupancy - per person	17.00/night
Single Occupancy - per person	24.00/night

b. Conference Room Rates

Double Occupancy - per person	\$ 12.00/night
Single Occupancy - per person	16.50/night

<sup>1</sup>See (6) CHANGES IN FEES, Item (E)

(2) HOUSING FEES (Continued)<sup>1</sup>

(C) Miscellaneous Meal Rates

1. Individual Guest Meals, Including Sales Tax

Breakfast	\$ 2.25
Lunch	3.25
Dinner	4.25
Special Event Meal	5.95

2. Off-Campus Student Meals, Including Sales Tax

Meal Coupon Book (40 Coupons)	\$ 38.70
If two or more books purchased	37.20 each

The meal coupons to be used at the following rates:

Breakfast	2	Dinner	4
Lunch	3	Special Event Meal	5

3. Faculty/Staff Meals, Including Sales Tax

Meal Coupon Book (15 Coupons)	\$ 14.50
If two or more books purchased	13.95 each

The meal coupons to be used at the same rate as the off-campus meals coupons.

4. Conference Meal Rates, Including Sales Tax

Breakfast	\$ 3.65
Lunch	5.20
Dinner	6.80

(3) OTHER FEES

(A) All Colleges and the School of Law

1. Auditing Fee (students enrolled in 11 semester credit hours or less) \$ 10.00
2. Binding Theses and Dissertations (per copy, plus state and city taxes; architectural theses \$7.50) 6.00
3. Class Schedule Change [per change, beginning 1st class day; A change shall be defined as the addition of a single course or section and deletion of a single course or section, or addition of single course, or deletion of a single course to the schedule of courses in which a student originally registered for an

<sup>1</sup> See (6) CHANGES IN FEES, Item (E)

(3) OTHER FEES (Continued)

(A) All Colleges and the Law School (Continued)

academic term. This fee may be waived only when the change in a student's schedule is for the convenience or as a result of required academic action of the University and is approved by the Dean (or Designee) of the college or school in which the student is enrolled with concurrence by the University Director of Admissions and Records (or Designee)]		6.00 <sup>2</sup>
-4. Correspondence Courses:		
High School Level (semester credit)		\$42.00
College Level (per semester hour)		30.00
5. Diploma Fee		12.00 <sup>3</sup>
6. Diploma Insert Fee (re-application for graduation)		2.00
7. Duplicate Copy of Registration Fee Receipt		.50
8. Foreign Application Evaluation Fee		50.00
9. General Property Deposit (Collected at first enrollment and maintained at this level at each subsequent enrollment)		10.00
10. Identification Card Maintenance Fee (each enrollment)		1.00
11. Identification Card Replacement Fee		10.00
12. Identification Card Revalidation Fee		5.00
13. Installment Payment of Tuition/Fees Option Fee (Percentage applied to the balance owed)		1.5%
14. Laboratory Fees:		
a. Combined lecture and lab credit from 1 to 3 semester hours		\$ 2.00
b. Combined lecture and lab credit 4 semester hours or more		4.00
15. Late Charges on Loans		15.00
16. Late Payment Fee (After the second working day following the billing due date, \$5 per day not to exceed a maximum of \$75.00)		15.00
17. Late Registration Fee (beginning 1st class day)		15.00

<sup>2</sup>See (6) CHANGES IN FEES, Item (F)

<sup>3</sup>See (6) CHANGES IN FEES, Item (H)

(3) OTHER FEES (Continued)

(A) All Colleges and the Law School (Continued)

18. Law School Deposit	50.00
19. Law School Application Fee	25.00 <sup>1</sup>
20. Microfilming of Doctoral Dissertation (complete copy)	35.00
21. New Student Orientation Fee	15.00
22. Private Music Instruction:	
Applied Music 1001, 1002, 2001, 2002, 3001, 3002, 4001, 4002, 5100 (1 hour each) (summer - \$6.00)	15.00
Applied Music 1001, 1002, 2001, 2002, 3001, 3002, 4001, 4002, 5101, 5201, 5301, 5401 (2 to 4 hours each) (summer - \$12.00)	30.00
23. Reinstatement Fee (After the 12th Class Day, per Semester Credit Hour)	70.00
24. Returned Check Charges	15.00
25. Sponsored International Student Administrative Fee	150.00
26. Transcript Fee (per copy)	2.00

<sup>1</sup> See (6) CHANGES IN FEES, Item (G)

(4) PARKING FEES AND PENALTIES<sup>1</sup>

A. Permit Fees and Refunds

Rates Through	Faculty-Staff Reserved		Faculty-Staff Reserved		Faculty-Staff Area		Residence Halls		Commuter		Two Wheeler	
	12 months		9 months		12 months		9 months		9 months		9 months	
	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund
Sep 30	\$ 54.00	\$47.50	\$40.50	\$34.00	\$28.00	\$23.65	\$21.00	\$16.65	\$30.00	\$24.65	\$ 6.00	\$ 4.35
Oct 31	49.50	43.00	36.00	29.50	25.65	21.35	18.70	14.35	26.65	21.35	5.35	3.65
Nov 30	45.00	38.50	31.50	25.00	23.35	19.00	16.35	12.00	23.35	18.00	4.65	3.00
Dec 31	40.50	34.00	27.00	20.50	21.00	16.65	14.00	9.70	20.00	14.70	4.00	2.35
Jan 31	36.00	29.50	22.50	16.00	18.70	14.35	11.70	7.35	16.70	11.35	3.35	1.70
Feb 28	31.50	25.00	18.00	11.50	16.35	12.00	9.35	5.00	13.35	8.00	2.65	1.00
Mar 31	27.00	20.50	13.50	7.00	14.00	9.70	7.00	2.70	10.00	4.70	2.00	.35
Apr 30	22.50	16.00	9.00	2.50	11.70	7.35	4.65	.35	6.70	1.35	1.35	.00
May 31	18.00	11.50	4.50	.00	9.35	5.00	2.35	.00	3.35	.00	.65	.00
Jun 30	13.50	7.00	---	---	7.00	2.70	---	---	---	---	---	---
Jul 31	9.00	2.50	---	---	4.65	.35	---	---	---	---	---	---
Aug 24	4.50	.00	---	---	2.35	.00	---	---	---	---	---	---

Summer School Sessions

End of First Summer Term	\$10.00	\$ 4.65	\$ 2.00	\$ 1.00
July 31	6.65	1.35	1.00	.50
End of Second Summer Term	3.35	.00	.50	.00

Refunds are based on the above schedule. Refunds will not be given unless identifiable remnants of the permit(s) are presented at the time of the refund request.

Additional Permits	\$1.00
Replacement Permits	1.00
Temporary Permits (non-refundable)	
Area parking per week	1.00
Reserved space per week	2.00

<sup>1</sup> See CHANGES IN FEES, Item (I)



(4) PARKING FEES AND PENALTIES (Continued)<sup>1</sup>

B. Penalties: All vehicles driven on University property are subject to all State of Texas, City of Lubbock, and University laws and regulations.

1. Citation Service Fees:

- |   |          |
|---|----------|
| a. Handicapped Parking Violations (per citation;<br>\$25.00. If not paid within ten calendar days<br>thereafter)                                  | \$ 30.00 |
| b. All other Parking Violations (per citation;<br>\$5.00. If not paid within ten calendar days<br>thereafter)                                     | 7.00     |
| 2. Storage Fee for Impounded Bicycles (per week;<br>commencing 72 hours after impoundment. Maximum<br>Fee \$3.00/month)                           | 1.00     |
| 3. Towing Fees (In addition to the citation/s) Some<br>towing fees may be higher depending upon type if<br>vehicle towed and towing service used) | 20.00    |
| 4. Fee if driver arrives after hook-up but prior<br>to towing   | 10.00    |
| 5. Storage Fee for Impounded Vehicles (per day;<br>commencing 72 hours after impoundment. Maximum<br>\$15.00/month)                               | .50      |

<sup>1</sup>See CHANGES IN FEES, Item (I)

(5) STUDENT SERVICES FEE SCHEDULE

Board Minutes  
May 16, 1986  
Attachment No. M10, pg. 11  
Item M164

(A) All Colleges and School of Law - Long Term\*

Credit Hours		
Enrolled	Required Fees	For Services Of
Group I		
1	\$ 5.40	Learning Center
2	10.80	Services KTXT-FM
3	16.20	University Daily
		Law School Student Government
		Student Organization Advisement
		Student Senate
		Spirit Groups
		Health Sciences Center Student
		Government
		University Counseling Center
		Legal Counsel - Students
		Career Planning and Placement
Group II		
4	21.60	All Group I Services
5	27.00	Campus Organizations
6	32.40	Texas Tech Choral Organizations
7	37.80	Texas Tech Symphony Orchestra
8	43.20	Campus Transportation System
Group III		
9	48.60	All Group I Services
10	54.00	All Group II Services
11	59.40	Cultural Events
		University Theatre
		Texas Tech Band
Group IV		
12 or more	64.00	All Group I Services
		All Group II Services
		All Group III Services
		Intercollegiate Athletics
		Recreational Services
		(Intramurals, Facilities,
		Aquatic Center, Sports Clubs)

\*Grouping not applicable for students registered at Junction Center only. All services at Junction are available to all Junction Center Registrants.

(5) STUDENT SERVICES FEE SCHEDULE (Continued)

(B) All Colleges and School of Law - Summer Term\*

Credit Hours		
Enrolled	Required Fees	For Services Of
Group I		
1	\$ 5.40	Learning Center
2	10.80	Campus Transportation System
3	16.20	Services KTXT-FM
		<u>University Daily</u>
		Law School Student Government
		Student Organization Advisement
		Health Sciences Center Student
		Government
		Student Senate
		Spirit Groups
		University Counseling Center
		Legal Counsel - Students
		Career Planning and Placement
Group II		
4	21.60	All Group I Services
5	27.00	Campus Organizations
6	32.40	Texas Tech Choral Organizations
7	37.80	Texas Tech Symphony Orchestra
8	43.20	Cultural Events
9	48.60	University Theatre
10	54.00	Texas Tech Band
11	59.40	Intercollegiate Athletics
12 or more	64.00	Recreational Services
		(Intramurals, Facilities,
		Aquatic Center, Sports Clubs)

\*Grouping not applicable for students registered at Junction Center only. All services at Junction are available to all Junction Center Registrants.

(6) CHANGES IN FEES

- (A) The 69th Legislature altered the tuition structure of the institutions of higher education of Texas. As a result of this action by the Legislature, the tuition to be charged to students enrolled in Schools of Law is different than that assessed to other general academic students. Therefore, Section (1)(B) has been added to reflect this change.

(B) Tuition Fees

As a result of the action by the 69th Legislature, the following tuition rates are in effect for the academic year beginning with the fall semester, 1986:

1. All Colleges and Schools, except the School of Law -- Residents of Texas: \$16 per semester credit hour, with minimums of \$100 for a long term and \$50 for a summer term (scheduled to remain at this rate for the 1987-88 academic year and is an increase from the \$12 per semester credit hour in effect for the 1985-86 academic year).
2. All Colleges and Schools, except the School of Law - Non Resident Students, United States Citizens and Foreign Students: \$120 per semester credit hour, no minimums (no change in the rate which was in effect for the 1985-86 academic year).
3. School of Law - Residents of Texas: \$36 per semester credit hour, no minimums (increased from the \$24 per semester credit hour in effect for the 1985-86 academic year and is scheduled to increase to \$48 per semester credit hour for the 1987-88 academic year).
4. School of Law - Non Resident Students, United States Citizens and Foreign Students: \$150 per semester credit hour, no minimums (no change from the rate which was in effect for the 1985-86 academic year).

(C) Student Services Fee

The Student Services Fee Advisory Committee, composed of students, recommends that the Student Services Fee be increased to \$5.40 per semester credit hour, \$64 maximum for full-time students (12 semester credit hours or more) from the \$4.25 per semester credit hour, \$51 maximum, respectively approved for the 1985-86 academic year. Details pertaining to the \$13 increase in the maximum charge are:

1. \$8.50 is required to fund the Career Planning and Placement and Student Legal Counsel Offices. These offices are now funded (FY 86) from legislative appropriations. Reductions in the appropriation support necessitates the funding of these important student services from the Student Services Fee.
2. \$3 is required for increases in funding needed for the Intercollegiate Athletic Activities.

(6) CHANGES IN FEES (Continued)

(C) Student Services Fee (Continued)

3. \$1.50 is needed to cover legislatively mandated salary increases in FY87 and to recover costs for similar increases in FY86 not provided in the current rate because of late legislative action last year.

(D) Medical Services Fee

For several years the Student Health Service has been operated as part of the HSC clinic operations and reflected in the legislative appropriation. With reductions in that source it will be no longer possible to budget in this manner. Therefore the Student Health Service budget is to be established as a designated fund. As a result employee fringe benefits will have to be paid from the source of funds for the health service. The \$4 increase in fee is necessary to cover these additional costs.

(E) Housing

The cost of operating the residence halls are expected to increase in 1986-87. Some increases in food, labor, and operating costs are the chief determinants of the rate changes. The rate of increase, although one of the lowest required in the last several years (83-84, 13.3%; 84-85, 6.4%; 85-86, 3.7%; 86-87, 4.0%), would meet these rising costs and the continuation of the development of reserves necessary for a sound housing program.

(F) Class Schedule Change Fee

The amount (\$3) for this fee was set prior to 1970. The current amount of the fee does not recover the labor, forms, and other operating costs necessary for processing these student initiated changes to their class schedules. In addition, it is desirable that the definition of a "change" and the conditions of waiving this fee be documented.

(G) Diploma Fee

The current rate for this fee has been in effect since 1981. The current amount of the fee does not now cover the printing costs of the larger size diploma and increased postal rates. The \$2 increase in the fee would cover the actual costs.

(H) Law School Application Fee

The majority of the Law Schools in the nation, including those at the University of Texas and the University of Houston, have established application fees to cover the costs of the application process. The proposed \$25 fee, the same as that at UT and University of Houston, would tend to discourage frivolous applications. The fee would cover the costs of processing and reviewing, materials, correspondence, filing and other processes pertaining to applications.

(I) Parking Fees and Penalties

Changes in parking fees and penalties were approved by the Board of Regents on January 31, 1986, Item M93.

CERTIFICATION OF BUDGETS AND OTHER EXPENDITURES

- (A) Administrators must receive an approved budget from the chief fiscal officer or his designee prior to expending funds or committing to expenditures. The chief fiscal officer is responsible for certifying that funds are available for each budget approved.
- (B) Expenditures requiring Board approval, including the annual operating budget and construction projects, must have a separate written certification statement by the Chief Fiscal officer. The purpose of the statement is to provide the Board an objective analysis of the adequacy of the funding provisions.
- (C) Certification may be made with or without qualifications. If the certification is qualified, these qualifications will be identified. Typical qualifications would be assumptions which are material to the adequacy of the funding.



04.16

Travel and Other Expenses for Members of the Board of Regents\*

- (1) All travel by members of the Board of Regents which is to be paid from University and Health Sciences Center funds shall be for official business.
- (2) Members when traveling on official business are authorized by law to be reimbursed from appropriated funds for the actual cost of meals and lodging, subject to the rates and limitations established in statutory authority, local transportation and parking fees and for airfare at the next lowest rate below first class unless it is not available. Members are authorized to travel first class and also to be reimbursed the amounts for the actual cost of meals and lodging in excess of that authorized to be paid from appropriated funds, when considered appropriate by the member and will be reimbursed for the additional costs thereof from other funds. Other funds are those derived from gifts from private sources.
- (3) When a spouse is required for a valid public purpose, as determined by the member, to accompany the member, the spouse's expenses shall be reimbursed from other funds.
- (4) Members may use the University aircraft to travel on official business which serves a valid public purpose as determined in advance by the Chairman of the Board or the Chairman of the Finance and Administration Committee.
- (5) Vouchers for travel or other expenses of members will be prepared in the Office of the Board of Regents, forwarded to the Office of Finance and Administration for review and returned to the Office of the Board of Regents. Either the Chairman of the Board or the Chairman of the Finance and Administration Committee must approve all travel vouchers for members. A member may not approve his own voucher.
- (6) Vouchers for reimbursements to members for other expenses shall be processed in accordance with (5) above. These expenses must be for a valid public purpose as certified by the member. Any extraordinary expenses must be approved in advance by either the chairman of the Board or the Chairman of the Finance and Administration Committee.
- (7) The Vice President for Finance and Administration will assure that expense vouchers for members are audited annually by an external auditor.

TEXAS TECH UNIVERSITY

Board Minutes  
May 16, 1986  
Attachment No. M13  
Item M167

Revised Holiday Schedule for 1985-86

<u>1985</u>	<u>Day of Week</u>	<u>Holiday</u>
September 2, 1985	Monday	Labor Day
November 28, 1985	Thursday	Thanksgiving Day
November 29, 1985	Friday	
December 23, 1985	Monday	Christmas Day
December 24, 1985	Tuesday	
December 25, 1985	Wednesday	
December 26, 1985	Thursday	
December 27, 1985	Friday	
December 30, 1985	Monday	
December 31, 1985	Tuesday	
 <u>1986</u>		
January 1, 1986	Wednesday	New Year's Day
March 21, 1986	Friday	
April 21, 1986	Monday	Sesquicentennial Day
May 26, 1986	Monday	Memorial Day

TEXAS TECH UNIVERSITY

Holiday Schedule for 1986-87

<u>1986</u>	<u>Day of Week</u>	<u>Holiday</u>
September 1, 1986	Monday	Labor Day
November 27, 1986	Thursday	Thanksgiving Day
November 28, 1986	Friday	Thanksgiving Holiday
December 24, 1986	Wednesday	Christmas Holiday
December 25, 1986	Thursday	Christmas Day
December 26, 1986	Friday	Christmas Holiday
December 29, 1986	Monday	Christmas Holiday
December 30, 1986	Tuesday	Christmas Holiday
December 31, 1986	Wednesday	Christmas Holiday
 <u>1987</u>		
January 1, 1987	Thursday	New Year's Day
January 2, 1987	Friday	New Year's Holiday
March 18, 1987	Wednesday	Spring Break
March 19, 1987	Thursday	Spring Break
March 20, 1987	Friday	Spring Break
May 25, 1987	Monday	Memorial Day
July 4, 1987	Saturday	Independence Day

- a. 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 May 16, 1986, and to continue until such time as they are separated from the University or assigned other responsibilities:

Emily Saiz, Travel Services Supervisor.

- b. For approval and payment of all accounts covering expenditures for State-appropriated funds and all other University-controlled funds effective May 16, 1986, and to continue until such time as they are separated from the University or assigned other responsibilities:

Emily Saiz, Travel Services Supervisor  
Debra Snelson, Accountant.

TEXAS TECH UNIVERSITY  
JONES STADIUM 1987 FOOTBALL SEAT OPTION PLAN  
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

Board Minutes  
May 16, 1986  
Attachment No. M16  
Item M189

1. FACULTY/STAFF:

- a. May purchase tickets at one-half the established sideline ticket price in Sections 2, 8, 9, 102 and 108.
- b. May purchase option seats in Sections 103 and 107 - (rows 13-45) at regular option price and pay one-half the established sideline ticket price for season tickets.
- c. Options purchased in any other option area will require full option payment and full season ticket payment.

2. TECH STUDENTS:

The Texas Tech student sections will remain unchanged for the 1987 option period.

3. PRESENT OPTION HOLDERS - OPTION PURCHASE PLAN:

- a. The new option program will be for a one-year period.
- b. Current option holders of seats in Jones Stadium will be given the opportunity to purchase the same seats they now occupy in most sections. Option seats in Sections 103 and 107 may vary slightly due to chair-back seats being installed which decrease the total number of seats available.
- c. If current option holders wish to change their seat location, they will give up their present seat option(s) location and have their names placed in a drawing. Also, if current option holders wish to purchase additional seats, their names will be placed in the draw. Before anyone may draw for option seats, full payment to the Ticket Office is required.
- d. After present option holders have had adequate time to accept or refuse their present seat location, all remaining seats will be placed in envelopes in groups of two tickets and four tickets. On December 1, 1986, individuals may come to the Ticket Office and draw their option(s). The Ticket Office will draw for the individual if requested by current option holder or Scholarship Donor.

FIRST PRIORITY DRAWING: SCHOLARSHIP DONORS (\$2,000 AND ABOVE) WHO DO NOT CURRENTLY OWN OPTIONS, AND SCHOLARSHIP DONORS WHO CURRENTLY OWN OPTIONS, BUT WISH TO CHANGE LOCATIONS

SECOND PRIORITY DRAWING: CURRENT OPTION HOLDERS WHO WISH TO CHANGE LOCATIONS.

- e. Option seats are non-transferrable other than to spouse.
- f. ORIGINAL JONES STADIUM DONORS OPTIONS will be honored if the owner makes a written request for us to continue this privilege.

## TIME TABLE FOR 1987 OPTION SALES

Board Minutes  
May 16, 1986  
Attachment No. M16, pg. 2  
Item M189

1. October 1, 1986: Letter to all option holders and all names on record who have purchased season tickets.
  2. October 15, 1986: Brochure and ticket applications to all present option holders. Postage-paid and pre-addressed return envelope.
  3. November 15, 1986: Deadline for renewal of present option seat locations. Full payment is required.
  4. December 1-5, 1986: Scholarship Donors (\$2,000 and above contributors) who do not currently own options or those same donors who wish to relocate have first priority in drawing.
- December 8-12, 1986: Current option holders who wish to relocate have second priority in drawing.
- January 5-17, 1987: Option sales open to present season ticket holders and Red Raider Club members who do not presently own options.
- January 19 - March 31, 1987: Open option sales to general public.
- April 1-30, 1987: Continue to sell options. Prepare mailings to season ticket holders who did not purchase options but whose seats remain open for season ticket sales. Prepare mailings to season ticket holders whose location is no longer available.
- May 4, 1987: OPTION SALES END FOR 1987: Mail renewal notices for all season tickets with full payment due by June 1, 1987.
- June 1, 1987: Notice to option holders for season tickets payment with due date of July 1, 1987. Postage-paid and pre-addressed envelope.
- July 6, 1987: Open season ticket sales to general public.

### Information sources:

1. Brochures
2. Newspaper
3. Ex-students magazine
4. Red Raider newsletter
5. Radio and TV spots
6. Civic clubs
7. Chamber of Commerce



TEXAS TECH UNIVERSITY  
Lubbock, Texas

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TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Professorial  
Resignations and/or Terminations  
February through April, 1986

1.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Boekema, Carolus Assistant Professor	Physics	1/15/86
Emanuel, H. Camilla Assistant Professor	Law	5/31/86
*Gott, Susie Edna Assistant Professor	Economics	4/18/86
Pelose, Gina C. Assistant Professor	Speech Communication	5/31/86
Robacker, Carol Assistant Professor	Plant and Soil Science	3/15/86
Waldrip, Jon P. Assistant Professor	Mass Communications	5/31/86

\*Deceased

TEXAS TECH UNIVERSITY

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

2.

JANUARY 1, 1986 THROUGH FEBRUARY 28, 1986

<u>Project Activity</u>	<u>Amount</u>	<u>Source of Funds</u>
Energetics, Transition States, and Mechanisms of Aromatic Rearrange- ments and Radical Ion Reactions	\$ 119,000	National Science Founda- tion
Pulsed Power Technology (SDI)	384,120	Defense Nuclear Agency
Pulsed Power Technology (SDI)	<u>315,880</u>	Defense Nuclear Agency
TOTAL	<u>819,000</u>	

3. Harry S. Fry Construction Co., Inc. - Business Administration Computer Center  
a. The following contract No. 659 with Harry S. Fry Construction Co., Inc., in the amount of \$129,622 for the Business Administration Computer Center is entered for informational purposes. Execution of this contract was authorized in the Minutes of the Board meeting of January 31, 1986, Item M97.

#### CONSTRUCTION SERVICES

Contract No. 659  
Account Number 3709 42 1278

#### AGREEMENT

THIS AGREEMENT made this 6th day of March, in the year Nineteen Hundred Eighty Six

#### BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Harry S. Fry Construction Co., Inc., Lubbock, 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 the Business Administration Computer Center (FP&C 85-10).

#### ARTICLE 2

##### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, as provided in the Conditions of the Contract, in current funds, the Contract Sum of One Hundred Twenty Nine Thousand Six Hundred Twenty Two Dollars and no/100 including alternates 1 & 2

(Written Amount)

\$129,622

(Figures)

Included in the total contract sum is \$66,889 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 after a date to be specified in a written "Notice to Proceed" from the Owner and completed in 120 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$250 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.

#### 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.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER

TEXAS TECH UNIVERSITY

CONTRACTOR

HARRY S. FRY CONSTRUCTION CO.,  
INC.

BY: /s/ Lauro F. Cavazos  
Lauro F. Cavazos, Ph.D.  
President

Date: March 12, 1986

By: /s/ Philip D. Moore

Date: 3-14-86

REVIEWED FOR FISCAL IMPLICATIONS

/s/ E. E. Payne  
Chief Fiscal Officer  
Date: 3-11-86

REVIEWED FOR FORM AND CONTENT

/s/ Pat Campbell  
General Counsel  
Date: 3-10-86



3. Knox, Gailey & Meador, Inc. - Residence Halls Serving Counters  
b. The following Contract No. 665 with Knox, Gailey & Meador, Inc., in the amount of \$603,219 for residence halls serving counters is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of March 14, 1986, Item M136.

CONSTRUCTION SERVICES

Contract No. 665  
Account Number 3702-42-1265

AGREEMENT

THIS AGREEMENT made this 18th day of March, in the year Nineteen Hundred Eighty Six

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Knox, Gailey & Meador, 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 Residence Halls - 1986 Serving Counters (FP&C 85-26).

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, as provided in the Conditions of the Contract, in current funds, the Contract Sum of Six Hundred Three Thousand Two Hundred Nineteen Dollars & No/100 including Alternates 1, 2, & 3

---

(Written Amount)

\$603,219

---

(Figures)

Included in the total contract sum is \$343,219 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 after a date to be specified in a written "Notice to Proceed" from the Owner and

completed August 16, 1986. Completion of this project on or before this date will result in a \$10,000 bonus being paid to the contractor.

The Contractor further agrees to pay, as liquidated damages, the sum of \$500/day for serving lines, \$250/day for other portions of the work 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 Engineer.

#### 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.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREEOF, the parties have hereunto set their hands.

OWNER  
TEXAS TECH UNIVERSITY

BY: /s/ Lauro F. Cavazos  
Lauro F. Cavazos, Ph.D.  
President  
Date: 4/1/86

CONTRACTOR  
KNOX, GAILEY & MEADOR, INC.

By: /s/ Don Meador  
Date: 4/3/86

##### REVIEWED FOR FISCAL IMPLICATIONS

/s/ E. E. Payne  
Chief Fiscal Officer  
Date: 3/24/86

##### REVIEWED FOR FORM AND CONTENT

/s/ Pat Campbell  
General Counsel  
Date: 3/20/86

Hunter Construction Company - Door Replacement Chitwood/Weymouth

3. c. The following Contract No. 666 with Hunter Construction Company, in the amount of \$112,792 for door replacement in Chitwood/Weymouth Residence Halls is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of March 14, 1986, Item M140.

CONSTRUCTION SERVICES

Contract No. 666

Account Number 3702-42-1253

AGREEMENT

THIS AGREEMENT made this 19th day of March, in the year Nineteen Hundred Eighty Six

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Hunter Construction Company, 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 Chitwood/Weymouth 1986 Door Replacement (FP&C 85-29).

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work as provided in the Conditions of the Contract, in current funds, the Contract Sum of One Hundred Twelve Thousand Seven Hundred Ninety-Two Dollars and no/100 including Alternate #1

---

(Written Amount)

\$112,792

---

(Figures)

Included in the total contract sum is \$75,232 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 after a date to be specified in a written "Notice to Proceed" from the Owner and completed by Midnight, August 8, 1986.

The Contractor further agrees to pay, as liquidated damages, the sum of \$250 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.

#### 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.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER

TEXAS TECH UNIVERSITY

BY: /s/ Lauro F. Cavazos  
Lauro F. Cavazos, Ph.D.  
President

Date: 3/26/86

CONTRACTOR

HUNTER CONSTRUCTION COMPANY

By: /s/ J. D. Hunter

Date: 4/1/86

REVIEWED FOR FISCAL IMPLICATIONS

/s/ E. E. Payne  
Chief Fiscal Officer  
Date: 3/24/86

REVIEWED FOR FORM AND CONTENT

/s/ Pat Campbell  
General Counsel  
Date: 3/20/86

Dave Leonard Construction Company - Chemistry Building Renovation

3. d. The following Contract No. 667 with Dave Leonard Construction Company in the amount of \$5,362,627 for renovation of the Chemistry Building is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of March 14, 1986, Item M133.

CONSTRUCTION SERVICES

Contract No. 667

Account Number 3709 42 1272

AGREEMENT

THIS AGREEMENT made this 24th day of March, in the year Nineteen Hundred Eighty Six

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Dave Leonard Construction Company, Midland, 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 the Chemistry Building Renovation.

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, as provided in the Conditions of the Contract, in current funds, the Contract Sum of Five Million Three Hundred Sixty-Two Thousand Six Hundred Twenty-Seven Dollars and no/100, including alternates 1, 2, 3, 4, 5, 6, 7, 8, Fla, Flb, F2, F4 and change proposal dated March 5, 1986

(Written Amount)

\$5,362,627

(Figures)

Included in the total contract sum is \$4,247,201 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 after a date to be specified in a written "Notice to Proceed" from the Owner and completed within 450 calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$1,000 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.

### 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.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER  
TEXAS TECH UNIVERSITY

CONTRACTOR  
DAVE LEONARD CONSTRUCTION  
COMPANY

BY: /s/ Lauro F. Cavazos  
Lauro F. Cavazos, Ph.D.  
President

By: /s/ David L. Leonard

Date: 4/1/86

Date: 4/10/86

REVIEWED FOR FISCAL IMPLICATIONS

/s/ E. E. Payne  
Chief Fiscal Officer  
Date: 3/24/86

REVIEWED FOR FORM AND CONTENT

/s/ Pat Campbell  
General Counsel  
Date: 3/28/86

Mike Klein General Contractor, Inc. - Civil and Mechanical Engineering Renovation

3. e. The following Contract No. 670 with Mike Klein General Contractor, Inc., in the amount of \$2,948,000 for the renovation of the Civil & Mechanical (Agricultural) Engineering Building is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of March 14, 1986, Item M132.

CONSTRUCTION SERVICES

Contract No. 670  
Account Number 3709 42 1271

AGREEMENT

THIS AGREEMENT made this 1st day of April, in the year Nineteen Hundred Eighty Six

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Mike Klein General Contractor, Inc., Lubbock, 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 Civil & Mechanical Engineering Renovation  
(FP&C 82-32)

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, as provided in the Conditions of the Contract, in current funds, the Contract Sum of Two Million Nine Hundred Forty Eight Thousand Dollars and no/100 including alternates 1, 3, and 4

(Written Amount)

\$2,948,000

(Figures)

Included in the total contract sum is \$2,900,000 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 after a date to be specified in a written "Notice to Proceed" from the Owner and completed in 465 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$250 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 Engineer.

### 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.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER  
TEXAS TECH UNIVERSITY

CONTRACTOR  
MIKE KLEIN GENERAL CONTRACTOR,  
INC.

BY: /s/ Lauro F. Cavazos  
Lauro F. Cavazos, Ph.D.  
President

By: /s/ Mike Klein

Date: 4/8/86

Date: 4/11/86

REVIEWED FOR FISCAL IMPLICATIONS

/s/ E. E. Payne  
Chief Fiscal Officer  
Date: 4/8/86

REVIEWED FOR FORM AND CONTENT

/s/ Pat Campbell  
General Counsel  
Date: 4/4/86

Knox, Gailey & Meador - Residence Halls Bath Renovation

3. f. The following Contract No. 669 with Knox, Gailey & Meador in the amount of \$200,969 for residence halls bath renovation is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of March 14, 1986, Item M137.

CONSTRUCTION SERVICES

Contract No. 669

Account Number 3702 42 1255

AGREEMENT

THIS AGREEMENT made this 26th day of March, in the year Nineteen Hundred Eighty Six

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Knox, Gailey and Meador, Lubbock, 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 Residence Halls - 1986 Bath Renovation (FP&C 85-25).

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, as provided in the Conditions of the Contract, in current funds, the Contract Sum of Two Hundred Thousand Nine Hundred Sixty-Nine Dollars and no/100 including Alternate Number 1

(Written Amount)

\$200,969

(Figures)

Included in the total contract sum is \$85,000 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 after a date to be specified in a written "Notice to Proceed" from the Owner and completed August 8, 1986.



The Contractor further agrees to pay, as liquidated damages, the sum of \$250.00 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.

#### 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.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER

TEXAS TECH UNIVERSITY

BY: /s/ Lauro F. Cavazos

Lauro F. Cavazos, Ph.D.  
President

Date: 4/1/86

CONTRACTOR

KNOX, GAILLEY AND MEADOR

By: /s/ Don Meador

Date: 4/3/86

REVIEWED FOR FISCAL IMPLICATIONS

/s/ E. E. Payne

Chief Fiscal Officer

Date: 3/28/86

REVIEWED FOR FORM AND CONTENT

/s/ Pat Campbell

General Counsel

Date: 3/28/86

Pharr and Company - Residence Halls Exterior Windows Renovation

3. g. The following Contract No. 663 with Pharr and Company in the amount of \$119,600 for renovation of residence halls exterior windows is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of March 14, 1986, Item M138.

CONSTRUCTION SERVICES

Contract No. 663  
Account Number 3702-42-1254

AGREEMENT

THIS AGREEMENT made this 17th day of March, in the year Nineteen Hundred Eighty Six

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Pharr and Company, 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 Renovation of Residence Halls 1986 Exterior Windows (FP&C 85-27).

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, as provided in the Conditions of the Contract, in current funds, the Contract Sum of One hundred nineteen thousand six hundred dollars and no/100

(Written Amount)

\$119,600

(Figures)

Included in the total contract sum is \$110,000 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 after a date to be specified in a written "Notice to Proceed" from the Owner and completed no later than August 8, 1986.

The Contractor further agrees to pay, as liquidated damages, the sum of \$250.00 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 the Architect.

#### 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.

Venue shall be in Lubbock County, Texas.

THE WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER

TEXAS TECH UNIVERSITY

BY: /s/ Lauro F. Cavazos  
Lauro F. Cavazos, Ph.D.  
President  
Date: 3/26/86

CONTRACTOR

PHARR AND COMPANY

By: /s/ Jimmy R. Pharr  
Date: 4/3/86

REVIEWED FOR FISCAL IMPLICATIONS

/s/ E. E. Payne  
Chief Fiscal Officer  
Date: 3/24/86

REVIEWED FOR FORM AND CONTENT

/s/ Pat Campbell  
General Counsel  
Date: 3/20/86

TEXAS TECH UNIVERSITY  
TEXAS TECH UNIVERSITY FOUNDATION  
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER  
TEXAS TECH MEDICAL FOUNDATION

Gifts Report  
For the Month Ended March 1986

a.

	<u>TTU</u>	<u>TTUHSC</u>	<u>TTUF</u>	<u>TTMF</u>
Endowments	102,825.00	723.90	49,152.31	250.00
Other Cash	1,002,095.42	4,881.70	29,420.33	1,250.00
I. Support Groups Cash				
A. Ex-Students	4,465.00	0.00	0.00	0.00
B. Dads Assn.	0.00	0.00	0.00	0.00
C. Red Raider Club	14,628.96	0.00	0.00	0.00
D. RHA	0.00	0.00	0.00	0.00
E. WTMA	0.00	0.00	0.00	0.00
F. Law School Fdn.	250.00	0.00	0.00	0.00
Gifts-in-Kind	227,646.00	0.00	0.00	0.00
Sub-total	1,351,910.38	5,605.60	78,572.64	1,500.00
Current YTD Sub-total	3,164,795.22	285,488.38	1,037,179.26	114,434.00
Previous YTD Sub-total	0.00	0.00	0.00	0.00
Rents, Royalties, Interest and Dividends Earned on Previous Gifts		0.00	30,003.34	0.00
Lease Options	106,123.67	0.00	3,825.00	0.00
Total	1,458,034.05	5,605.60	112,400.98	1,500.00
Current YTD TOTAL	3,351,393.80	285,488.38	1,159,220.63	114,434.00
Previous YTD TOTAL	6,838,626.35	94,467.62	1,332,785.58	129,021.85
Grand Total Current YTD	4,910,536.81			
Grand Total Previous YTD	8,394,901.40			

5. Commencement Program - May 17, 1986