

TEXAS TECH UNIVERSITY
LUBBOCK, TEXAS
MINUTES OF BOARD OF REGENTS MEETINGS
1982 - 1983
VOLUME I

MINUTES OF
BOARD OF REGENTS MEETING
May 13, 1983

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

Minutes

Board of Regents
May 13, 1983

M137. The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center met in regular session at 8:30 a.m. on Friday, May 13, 1983, in the Board of Regents suite on campus. The following Regents were present: Mr. Joe Pevehouse, Chairman, Mrs. Anne W. Sowell, Vice Chairman, Mr. John E. Birdwell, Mr. J. Fred Bucy, Mr. Clint Formby, Mr. Rex Fuller, Dr. Nathan C. Galloway, and Mr. James L. Snyder. Regent Roy K. Furr was absent. University officials and staff present were: Dr. Lauro F. Cavazos, President; Dr. John R. Darling, Vice President, Dr. C. Len Ainsworth, Dr. Jerry D. Ramsey, Associate Vice Presidents, Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Eugene E. Payne, Vice President, Mr. Richard Perez, Assistant to Vice President, Office of Vice President for Finance and Administration; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Dr. Marilyn Phelan, General Counsel; Dr. John R. Bradford, Vice President for Development; Dr. Sam Richards, Vice President, Health Sciences Center; Mr. Mike Sanders, Assistant Director, Office of Public Affairs; Mr. Robert L. Bray, Director, Office of Planning; Mrs. Bea Zeeck, Director, News and Publications; Mrs. Freda Pierce, Secretary of the Board; Mr. Walter A. Brown, Director, Office of Facility Planning and Construction; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs, Health Sciences Center; Mr. Fred J. Wehmeyer, Associate Vice President, Administrative Services; Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Mr. Clyde H. Westbrook, Assistant Vice President for Budget and Financial Services; Dr. John L. Baier, Associate Vice President for Student Affairs and Dean of Students; Dr. J. Ted Hartman, Dean, School of Medicine; Mr. Eric Williams, Associate Director, Health Facilities Planning and Development Office; and Dr. Harold T. Luce, Chairperson, Music Department.

Others present were: Mrs. Beverly Pevehouse; Mrs. Genene Birdwell; Mrs. Margaret Formby; Mrs. Marti Galloway; Mrs. Marguerite Snyder; Mr. Dan Waggoner, President, Student Association; Mr. Pat Graves, Lubbock Avalanche-Journal; Ms. Pam Baird, KAMC-TV; Ms. Veronica Young and Mr. Richard Fisher, KCBD-TV; and Ms. Barbara Wallace, KLBK-TV.

M138. Chairman Pevehouse called the meeting to order, and 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 10:10 a.m. at the conclusion of the meeting for Texas Tech University Health Sciences Center.

M139. Chairman Pevehouse called Mr. Bucy to the front of the room, and presented him with two plaques for himself and two for Mrs. Bucy from the Red Raider Club for their contribution of a Gold Athletic Scholarship of \$11,000.

M140. Upon motion made by Mr. Fuller, seconded by Mrs. Sowell, the Board approved the Minutes of the meeting of March 25, 1983.

M141. Mrs. Sowell reported for the Academic and Student Affairs Committee. The three following items (M142 through M144) constitute action taken upon committee recommendation.

M142. Upon motion made by Mrs. Sowell, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the appointments of the individuals listed to faculty positions with tenure; Attachment No. M1.

M143. Upon motion made by Mrs. Sowell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies administrative action relating to Leaves of Absence for the individuals named on the attached list; Attachment No. M2.

M144. Mrs. Sowell reported that Academic Achievement reports and Planning Statements for the Colleges of Home Economics and Agricultural Sciences were heard during the committee meeting.

M145. Dr. Galloway reported for the Finance Committee. The fifteen following items (M146 through M160) constitute action taken upon committee recommendation.

M146. Upon motion made by Dr. Galloway, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves budget adjustments for the period February 1, 1983 to March 31, 1983, as attached; Attachment No. M3.

M147. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves an Interagency Cooperation Contract between Texas Tech University and Texas Tech University Health Sciences Center for rental of Thompson Hall for a fee of \$83,000 for FY 1983-1984 and \$83,000 for FY 1984-1985 and authorizes the President to sign the contract as attached; Attachment No. M4.

M148. Upon motion made by Dr. Galloway, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to negotiate and execute the attached contract with the City of Lubbock to provide campus bus service for the period from September 1, 1983, to August 31, 1984, on substantially the same terms as the present contract; Attachment No. M5.

M149. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes an increase in the General Property Deposit from \$7.00 to \$10.00 to be assessed and collected from each student enrolled at Texas Tech University, effective with the 1983 Fall Semester.

M150. Upon motion made by Dr. Galloway, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the awarding of a General Operating Account Depository Contract to American State Bank at Lubbock for the period September 1, 1983, through August 31, 1987, with option for renewal in two-year increments thereafter upon mutual written agreement.

M151. Upon motion made by Dr. Galloway, seconded by Mrs. Sowell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the assessment and collection of a fee of \$1.00 per student for each semester and each summer term for the use of the student identification card system, effective with the Fall 1983 semester.

M152. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents authorizes the continued employment, after age 70, for the 1984 fiscal year of Mr. Charles E. Menefee, Utility Plant Superintendent.

M153. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the replacement of Policy 01-02-02.01 with a revised policy for Contracting Policy and Procedures as attached; Attachment No. M6.

M154. Upon motion made by Dr. Galloway, seconded by Mr. Birdwell, the following was approved: RESOLVED, that effective the beginning of the fall semester, 1983, a compulsory Student Service Fee of \$5.00 per semester credit hour registered shall be collected from each student provided that the maximum shall not be more than sixty dollars (\$60.00) for any regular semester or six-week summer session. Dr. Galloway asked Student Association President Dan Waggoner for his comment on this subject, and Mr. Waggoner stated that the matter had been discussed during a meeting of that organization, and they were in agreement that the increase is justified.

M155. Upon motion made by Dr. Galloway, seconded by Mrs. Sowell, the following was approved: RESOLVED, that the fee charged to students who voluntarily participate in the New Student Orientation Program be increased from \$9.00 per student to \$15.00 per student effective with the 1984 summer program. This fee is in addition to any lodging and meal costs charged program participants who request these accommodations.

M156. Upon motion made by Dr. Galloway, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as follow: (1) Student Service Fee Schedule for Summer 1983; Attachment No. M7; (2) Student Service Fee Schedule for fall and spring semesters, 1983-84; Attachment No. M8.

M157. Upon motion made by Dr. Galloway, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the sale of a ten acre tract of land to the east of the present lodge area for the appraised value subject to cancellation of the sale of ten acres along Quaker Avenue which was approved on May 14, 1982, and subject to the restrictions attached, and FURTHER RESOLVED, that the President is authorized to obtain a survey and execute a deed with the Texas Tech Interfraternity Housing Corporation for this purpose; Attachment No. M9.

M158. Upon motion made by Dr. Galloway, seconded by Mrs. Sowell, the following was approved: RESOLVED, that Residence hall rates for the 1983-84 academic year and summer, 1984, are approved as attached; Attachment No. M10.

M159. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the lease of up to ten acres of land adjacent to the parcel approved for sale to the Interfraternity Housing Corporation by the Board of Regents on May 13, 1983, for the purpose of providing parking subject to the attached restrictions and FURTHER RESOLVED, that the President is authorized to execute lease agreements with Fraternity and Sorority Housing Corporations for this purpose; Attachment No. M11.

M160. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies administrative actions as follow: (1) Delegation of authority to authorize and approve all travel of employees, Attachment No. M12; (2) Delegation to approve and pay accounts, Attachment No. M13; (3) Delegation to approve official travel reimbursements, Attachment No. M14; (4) Delegation to sign and/or countersign checks on the Revolving Fund, Attachment No. M15; Delegation to sign and/or countersign cashier's checks, Attachment No. M16; (6) Delegation to sign and/or countersign checks on Financial Aids Cashier's Account, Attachment No. M17; (7) Authorization of transfers of funds, Attachment No. M18; (8) Commissioning of Peace Officers, Attachment No. M19.

M161. Mr. Birdwell reported for the Campus and Building Committee. The following ten items (M162 through M171) constitute action taken upon committee recommendation.

M162. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the bid of O. W. Chisum and Company, Inc., in the amount of \$214,500 is accepted for the modifications of the heating, ventilation, and air conditioning systems in the Science Building (Energy Conservation Project), and the President is authorized to duly execute a contract.

M163. Upon motion made by Mr. Birdwell, seconded by Mr. Bucy, the following was approved: RESOLVED, that the bid of C. B. Thompson Construction in the amount of \$589,558 is accepted for the construction of an additional stairwell at the Business Administration Building tower, and the President is authorized to duly execute a contract.

M164. Upon motion made by Mr. Birdwell, seconded by Mr. Bucy, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to retain the firm of Danny McLarty and Associates to provide plans, specifications and supervision for the Lab Theater addition to the University Theater, and the project budget is established at \$410,000.

M165. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the schematic design and authority is given to proceed with contract documents and the receipt of bids for the renovation and addition to the David M. DeVitt and Mallet Ranch Building.

M166. Upon motion made by Mr. Birdwell, seconded by Mrs. Sowell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the contract documents and authority is given to receive bids for the construction of Campus - South Utilities Tunnel Interconnect.

M167. Upon motion made by Mr. Birdwell, seconded by Mr. Bucy, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the contract documents and authority is given to receive bids for the renovation of the existing Petroleum Engineering Building.

M168. Upon motion made by Mr. Birdwell, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University appoints the firm of Fanning, Fanning and Agnew as Project Engineer for the Central Heating and Cooling Plant #2 cooling capacity expansion. FURTHER RESOLVED, that the project budget is established at \$1,500,000. FURTHER RESOLVED, that the President is authorized to receive bids for the expansion of the cooling capacity of Central Heating and Cooling Plant #2.

M169. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that authorization is given the President to proceed with planning and the appointment of the engineering firm of Fanning, Fanning and Agnew to provide professional assistance to develop plans and specifications and provide supervision for the complete renovation of the HVAC system in the old Housing Office.

M170. Upon motion made by Mr. Birdwell, seconded by Mrs. Sowell, the following was unanimously approved: RESOLVED, that the Board of Regents policy on Building Program 01-02-06.052, dated January 29, 1983, be replaced with the attached revision; Attachment No. M20.

M171. Upon motion made by Mr. Birdwell, seconded by Mrs. Sowell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to receive bids and award a contract to demolish and remove the damaged portion of the Livestock Arena.

M172. Mr. Fuller reported for the Public Affairs, Development and University Relations Committee. The two following items (M173 and M174) constitute action taken upon committee recommendation.

M173. Upon motion made by Mr. Fuller, seconded by Mr. Snyder, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the attached Board Policy 01-02-06.02 on Naming of University Buildings as a replacement for the current version dated March 30, 1979; Attachment No. M21.

M174. At the request of Mr. Fuller, Mike Sanders reported on bills pending in the Legislature. Also Dr. Bradford reported on gifts and grants.

M175. Mrs. Sowell reported for the Ad Hoc Committee on Board Policy. The two following items (M176 and M177) constitute action taken upon committee recommendation.

M176. Upon motion made by Mrs. Sowell, seconded by Mr. Fuller, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the policy relating to equal employment opportunity as follows: 04.22 Policy of Equal Employment Opportunity. Texas Tech University is an Equal Employment Opportunity Employer. Texas Tech University will not discriminate in any employment action against any employee or applicant for employment because of race, color, religion, sex, age, national origin, mental or physical handicap, or Vietnam Era or disabled veteran status. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

M177. Upon motion made by Mrs. Sowell, seconded by Mr. Fuller, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University adopts the attached revisions to the Texas Tech University Board Policy Manual, effective May 13, 1983; Attachment No. M22.

M178. Chairman Pevehouse called Mr. Snyder to the front of the room, and asked Mrs. Sowell to read aloud and present him with a resolution honoring him for his years of service on the Board. Mr. Snyder responded by stating his service to Texas Tech had been one of the highlights of his life, and he would always keep this institution uppermost in his thoughts and pursuits. The Resolution is attached and made a part of the Minutes; Attachment No. M23.

M179. Chairman Pevehouse then called Mr. Formby to the front and Mr. Birdwell read aloud and presented him with a resolution honoring him for his two terms as a member of the Board of Regents. Mr. Formby expressed his appreciation and stated that he had attended some 108 various meetings related to his service on the Board of Regents. He further stated that this type of appointment is the finest contribution one can make to his alma mater, and that he would treasure the memories of goals achieved during these twelve years. The Resolution is attached and made a part of the Minutes; Attachment No. M24.

M180. Mr. Furr was not present to receive his resolution, however, it is attached and made a part of the Minutes; Attachment No. M25.

M181. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

Attachments (May 13, 1983)

- M 1. Faculty Appointed with Tenure; Item M142.
- M 2. Leaves of Absence; Item M143.
- M 3. Budget Adjustments for February 1, 1983, to March 31, 1983; Item M146.
- M 4. Interagency Cooperation Contract with Texas Tech University Health Sciences Center for rental of Thompson Hall; Item M147.
- M 5. Contract with City of Lubbock to Provide Campus Bus Service; Item M148.
- M 6. Contracting Policy and Procedures; Item M153.
- M 7. Student Service Fee Schedule for Summer 1983; Item M156.
- M 8. Student Service Fee Schedule for Fall and Spring 1983-84; Item M156.
- M 9. Terms for Sale of Property to Interfraternity Housing Corporation; Item M157.
- M10. Residence Hall Rates for 1983-84; Item M158.
- M11. Terms for Lease of Property to Fraternity and Sorority Housing Corporations for Parking; Item M159.
- M12. Delegation of Authority to Approve All Travel of Employees; Item M160.
- M13. Delegation of Authority for Approval of Payment of Accounts; Item M160.
- M14. Delegation of Authority to Approve Official Travel Reimbursements; Item M160.
- M15. Delegation of Authority to Sign and/or Countersign Checks; Item M160.
- M16. Delegation of Authority to Sign and/or Countersign Cashier's Checks; Item M160.
- M17. Delegation of Authority to Sign and/or Countersign Checks on Financial Aids Cashier's Account; Item M160.
- M18. Delegation of Authority to Transfer Funds; Item M160.
- M19. Commissioning of Peace Officers; Item M160.
- M20. Building Program Policy; Item M170.
- M21. Naming of University Buildings and Facilities Policy; Item M173.
- M22. Board Policy Manual Revisions; Item M177.
- M23. Resolution Honoring James L. Snyder; Item M178.
- M24. Resolution Honoring Clint Formby; Item M179.
- M25. Resolution Honoring Roy K. Furr; Item M180.

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 13, 1983.

(Mrs.) Freda Pierce, Secretary

SEAL

May 13, 1983

Board Minutes
May 13, 1983
Attachment No. M1
Item M142

FACULTY APPROVED FOR APPOINTMENT WITH TENURE

May 13, 1983

Miriam Beryl Ershkowitz

Professor
Political Science

Richard E. Ishler

Professor
Education

John E. Rodiek

Professor
Park Administration and
Landscape Architecture

Leaves of Absence

Approve leave of absence without pay for Dr. Lawrence Schovanec, Assistant Professor of Mathematics, for the period September 1, 1983 through May 31, 1984. The purpose for this request is to permit him to work with a faculty member at Texas A&M on problem solving and be a visiting professor at the same time. Approval of this request is recommended by Dr. Darling.

Approve leave of absence without pay for Professor Robert E. Wood, Associate Dean and Professor in the School of Law, for the period September 1, 1983 through May 31, 1984. The purpose of this request is to permit him to accept an invitation to teach at the University of South Carolina School of Law. Approval of this request is recommended by Dr. Darling.

Approve leave of absence without pay for Dr. Gareth Ashton, Assistant Professor of Mathematics, for the period September 1, 1983 through May 31, 1984. This leave is requested in order that he might work with colleagues at Texas A&M, and approval is recommended by Dr. Darling.

Approve leave of absence without pay for Dr. O. P. Esteves, Associate Professor of Educational Psychology, for the period September 1, 1983 through August 31, 1984. This leave is requested in order that she might do educational research and writing, and approval is recommended by Dr. Darling.

Approve leave of absence without pay for Dr. Dean Victory, Associate Professor of Mathematics, for the period September 1, 1983, through May 31, 1984. This leave is requested in order that he may continue to study at Goethe-University in Germany, and visit other European universities regarding nonlinear transport theory. Approval of this leave is recommended by Dr. Darling.

Approve leave of absence without pay for Dr. Roslyn L. Simowitz, Assistant Professor of Political Science, for the period September 1, 1983, through January 15, 1984. This leave is requested in order that she may continue her appointment as Scholar-in-Residence at the Institute of Latin American Studies at the University of Texas at Austin. Approval of this leave is recommended by Dr. Darling.

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (2/1/83 - 3/31/83)

NO.	ACTIVITY	SOURCE OF FUNDS		EXPENSE	REMARKS
		OTHER	INCOME		
<u>BOARD APPROVAL:</u>					
	<u>DESIGNATED FUNDS:</u>				
	Building Use Fees (15-8530-2/0)	\$ (200,000)	\$ 0	\$ 0	Purchase of peripheral computer equipment to provide on-line computing services to students.
	Computer Equipment (12- -2/0)			200,000	
	<u>E&G APPROPRIATED FUNDS:</u>				
	Purchased Utilities (12-4500-2/0)	0	0	(350,000)	Transfer of funds from Purchased Utilities to meet additional requirements for repairs to utility systems.
	System Maintenance (12-4501-2/0)	0	0	350,000	
	TOTAL, APPROVAL:	<u>\$ (200,000)</u>	<u>\$ 0</u>	<u>\$ 200,000</u>	
<u>BOARD RATIFICATION:</u> None.					
	TOTAL, RATIFICATION:	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	
	GRAND TOTAL - TTU	<u><u>\$ (200,000)</u></u>	<u><u>\$ 0</u></u>	<u><u>\$ 200,000</u></u>	

Board Minutes
May 13, 1983
Attachment No. M3
Item M146

Contract Number _____

THE STATE OF TEXAS

INTERAGENCY COOPERATION CONTRACT

COUNTY OF TRAVIS

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

I. CONTRACTING PARTIES:

The Receiving Agency: TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

The Performing Agency: TEXAS TECH UNIVERSITY VID #37337337333

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Performing Agency does by these presents rent and demise unto the Receiving Agency the following described property, to-wit:

All of the building on the Texas Tech University campus designated as Building No. 192 and known as Thompson Hall, consisting of approximately 83,000 square feet of floor space.

The Receiving Agency shall take care of the property and its fixtures and suffer no waste; and shall, at its expense and costs, keep the said premises in good repair; keep the plumbing works, closets, pipes and fixtures belonging thereto in repair and at the end of this Agreement shall deliver the premises in good order and condition, natural wear and tear and damages by fire and the elements only excepted.

The Receiving Agency agrees to make no improvements or alterations to the premises without prior written consent and approval by the University or its designated agent.

In this connection, the Receiving Agency agrees that all costs of renovation, repair or other expenses or alterations necessary to place the premises in a condition satisfactory for their use shall be borne by and be at the exclusive expense of the Receiving Agency and at no expense to the Performing Agency.

The Receiving Agency shall bear all maintenance, custodial services, utilities and other similar operating expenses during the term of such Agreement.

The Agreement may be terminated by either party by giving thirty (30) days written notice directed to the President of the respective institutions at Lubbock, Texas, and in such event any prepaid rent shall be refunded by the Performing Agency.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

One (1) Dollar per square foot of floor space per year.

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed: One Hundred Sixty Six Thousand Dollars (\$166,000)

V. PAYMENT FOR SERVICES:

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

Payments for service performed shall be billed Annually in advance

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

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1983 and shall terminate August 31, 1985 (Term of Contract cannot transcend the biennium.)

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

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 110, Texas Education Code
PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109, Texas Education Code

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

RECEIVING AGENCY
TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

PERFORMING AGENCY

TEXAS TECH UNIVERSITY

By: _____

By: _____

Dr. Lauro F. Cavazos, President

Dr. Lauro F. Cavazos, President

Date: _____

Date: _____

EXAMINED and APPROVED this the ____ day of _____, A.D., 1983

STATE PURCHASING AND
GENERAL SERVICES COMMISSION

By: _____

Contract #439

AGREEMENT

The Agreement, made and entered into this 26th day of May, 1983, by and between TRANSIT MANAGEMENT COMPANY OF LUBBOCK (hereinafter referred to as the "Company"), TEXAS TECH UNIVERSITY at Lubbock, Texas (hereinafter referred to as the "University"), and the CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation (hereinafter referred to as "City").

W I T N E S S E T H :

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

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

WHEREAS, Company and City have entered into a management agreement dated October 15, 1982, in which City is obligated to provide certain insurance covering the operation of the public transportation services in and around the City of Lubbock, including the services provided under the Agreement; and

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

NOW, THEREFORE WITNESSETH THIS AGREEMENT:

I.

Term

It is agreed and understood by and between the parties hereto that a University bus service utilizing approximately eight (8) buses will be provided by Company during the period beginning with September 1, 1983, and terminating on August 31, 1984, provided, however, that either Company or University may terminate said bus service upon thirty (30) days' written notice delivered to the other by registered mail.

II.

Bus Operations

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

- A. Company will furnish buses having a seating capacity (Manufacture rated) of not less than 33 with driver-operated front and side doors. It is agreed that certain seats may be removed from said buses to facilitate the ingress and egress necessary to accommodate the high volume of passenger turnover; except that all buses will provide seats for not less than 26

passengers. The Company will provide the necessary personnel to service the route or routes designated by the University during the period specified in the preceding Paragraph I of this Agreement. The number of buses and the operating periods will be subject to continuous review, and the University will advise Company with regard to its needs and with respect to any changes in the number of buses and/or operating periods; subject to equipment availability, said changes shall be instituted by Company within five (5) days after receipt of written notice from University. Initial service commencing on September 1, 1983, shall be on a schedule provided by the University prior to that date.

- B. In the event that it develops during any portion of the period first specified in Paragraph I hereinabove, that a change in or extension of a route, removal of a route, or addition of a new route is necessary or desirable, Company shall make such changes or extensions of a route or routes, shall remove a route, or shall add a new route upon University's request. The charges to be made by Company, therefore, shall be upon the basis, and shall be subject to the conditions and limitations, as are set forth in Subparagraph E of this Paragraph hereinbelow. Also, in the event it develops during said period that an additional bus or buses are required in order to meet the demand for said bus service during any operating period or periods, Company, if it is able to provide same, at the University's written request, shall provide such additional bus or buses for said service during said operating period or periods upon the same basis, as is set forth hereinabove. University shall have the right to terminate any such changes, extensions, or new routes upon five (5) days' written notice to the Company.
- C. Buses shall stop to receive or discharge the passengers entitled to use, and using, bus service at such points as shall be agreed upon from time to time during said period, between Company and University, and University will identify the points at which stops will be made by said buses. Acceptable markers will be provided by the Company.
- D. Company will exercise due diligence to adhere to the time schedules hereinabove referred to, but minor deviations therefrom due to variations in traffic, weather or load conditions shall not be deemed to be a default hereunder.
- E. Company shall not collect fares from its passengers, but shall charge University for providing said bus service the sum of twenty-four and 50/100 Dollars (\$24.50) per hour base rate for each bus used in said service, which charge shall be adjusted each month to reflect any change above or below the monthly average of the actual price paid per gallon of fuel in that month by Company and a base figure of \$1.05 per gallon. The adjustments shall be based on fuel consumption of 2.5 gallons per hour of operation per vehicle and shall be accomplished according to the following formula:

Adjusted Hourly Rate per Vehicle = Base Rate + (2.5 x Fuel Cost
Above \$1.05 per Gallon)

OR

Adjusted Hourly Rate per Vehicle = Base Rate - (2.5 x Fuel Cost
Below \$1.05 per Gallon)

Company shall submit an invoice at the end of each month showing the amount due for service provided. Contemporaneously therewith, Company will present University with a billing at the close of operations on the last day of each month. Such bill to be paid as promptly as possible in usual course of University business. The Company will provide income and expense statement at the end of contract period.

III.

Supplement Bus Service

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

IV.

Publicity

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

V.

Service Provided

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

VI.

Independent Contractor Relationship

In providing and furnishing said bus service during the term hereof, Company shall act solely in the capacity of and as an independent contractor, and not as an agent or employee of University, and University shall have no control

over Company's operations in connection with providing said service except as hereinabove provided and University shall have no control or supervision whatever over the drivers of the buses used in said service who shall be employed by Company. Said drivers shall constitute Company's employees only, shall not constitute agents or employees of University, and shall be subject solely to Company's supervision and control.

VII.

Insurance and Risk

- A. It is recognized by the parties hereto that Company and the City of Lubbock, Texas, have entered into an agreement for the purpose of Company, providing transportation services in and around the City of Lubbock, including to the University. That under said Agreement, the City carries and keeps in force an insurance policy insuring both City and Company against liability for personal injury or property damages arising out of the operation of said bus services and that the services provided herein are also conducted pursuant to the Agreement between the City of Lubbock and Company. At all times during which Company shall provide the bus services mentioned herein and upon the above and foregoing terms and conditions, University shall be protected under City's insurance coverage against liability and personal injuries or personal damages arising out of the operations of said bus service to the extent of at least \$100,000 for personal injury to any one person, \$300,000 for each occurrence, and \$50,000 for property damages sustained in any accident or occurrence arising out of the operation of said bus service and the University shall be furnished a certificate of City's insurer showing coverage to be at least in the sums just stated. Said insurance policy shall name and include "The Board of Regents of Texas Tech University" as names insured. Said policy or policies shall, upon request, be subject to the examination and approval of University.
- B. Company, as a named insured under City's insurance coverage, assumes, to the extent of the insurance coverage maintained by the City, the risk of and University shall not be liable for damage to any and all buses or other Company property used in the bus service operation regardless of the cause thereof. To the extent of the proceeds of such insurance, the University shall be reimbursed for any damage or injury to University property arising out of or resulting from the said bus service operation except that no such reimbursement shall be made for (1) damage to pavement by normal operation of buses, or (2) any damage or injury caused by acts or omissions over which Company, its employees, or agents had no control.

VIII.

Maintenance

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

IX.

Miscellaneous

- A. It is further agreed that this Agreement is made solely for the benefit of University and Company, that it is not made for the benefit of any third person, whether a staff member or student of University, or otherwise, and that no action or defense may be founded upon this Agreement except by the parties signatory hereto.
- B. In no event shall the Company be deemed to be in default of any provision of this Agreement for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, acts of God, or for any other cause or causes wholly beyond the control of the Company. In such eventuality, the University shall have the right to procure appropriate transportation service from others during the period. If, for any reason beyond the control of the University, including, but not limited to, epidemics, student strikes or disorders, or severe weather conditions, the University may, upon twelve (12) hours' notice to the Company, request the temporary suspension of bus service until the resumption of normal class schedules, in which event the Company will not furnish buses or be paid for services until the resumption of service. The University shall, in such cases, notify the Company twelve (12) hours in advance of the time service is to be resumed.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed in their respective names and behalf by their duly authorized officers and agents and their respective seals to be hereunto affixed, all as of the ____ day of _____, 1983.

TEXAS TECH UNIVERSITY

TRANSIT MANAGEMENT COMPANY
OF LUBBOCK

Dr. Lauro F. Cavazos, President

ACKNOWLEDGED AND AGREED TO
Only in as far as set out
in Section VII A and B:

CITY OF LUBBOCK

Bill McAlister, Mayor

ATTEST:

APPROVED AS TO CONTENT:

Evelyn Gaffga,
City Secretary-Treasurer

John L. Wilson, Transit
Coordinator

APPROVED AS TO FORM:

J. Worth Fullingim
Assistant City Attorney

04.05

04.05 Contracting Policy and Procedures

(1) GENERAL:

(A) This policy shall establish the authority for Board members and University personnel to approve, sign and execute contracts committing Texas Tech University to the performance of any act. It is intended to be compatible with all other current Board policies, but in cases of conflict, the provisions of this policy will govern, except in those cases pertaining to mineral leases, geophysical surveys, depository contracts, construction and renovation work.

(B) Contracts approved and signed prior to the approval of this policy shall remain in effect and in force, but any changes to such contracts shall be approved and signed in accordance with the provision of this policy.

(C) Written contracts shall be executed whenever Texas Tech University enters into a binding agreement with another party which involves any material consideration. The Vice President for Finance and Administration or a designee may waive the requirement for a written contract if the material consideration is less than \$10,000.

(D) Contracts are construed to include, but not be limited to, agreements, cooperative agreements, memorandums of understanding, interagency contracts, grants, loans, easements, licenses, leases, permits and restrictions on acceptances of gifts and bequests. Other parties include, but are not limited to, federal, state and local agencies, non-profit organizations, private businesses, partnerships and individuals.

(E) Except as herein provided in paragraph (1)(A), this policy shall apply to all contracts for the initial periods, amendments or extensions thereto and shall also apply to, but not be limited to, loans from the Department of Housing and Urban Development, grants and/or loans under the Higher Education Facilities Act of 1963, loans under the National Defense Education Act, Fellowships under the National Defense Act, State of Texas Interagency Cooperation Contracts and cooperative agreements with private corporations, sole proprietorships, federal agencies, private partnerships and individuals.

(F) In the event a contract which has been executed under other provisions of this policy is subsequently found to be required by law to be approved by and/or executed by a member of the Board, it shall continue to be in full effect and in force but shall be submitted for ratification at the next available Board meeting. In addition, the administration is directed to recommend a revision to this policy which will bring it into compliance with such law.

(G) Approval and signature of a contract constitutes approval to establish an operating budget, which does not exceed the consideration of the contract without further Board approval. The operating budget will then be considered approved in accordance with the provisions of Board Policy 04.04 and related implementing procedures.

(H) Contracts shall not be split to fall within lower levels of approval.

(2) APPROVAL OF THE BOARD OF REGENTS IS REQUIRED FOR:

(A) Contracts which involve a stated or implied consideration of \$250,000 or more, unless a different consideration is specified by this policy. This is applicable to both cash and non-cash considerations.

(B) Contracts which involve the sale or a lease of land for more than 4 years or which involve a commitment of funds or of other resources for more than 4 years.

(C) Contracts which provide that the institution shall be paid a commission from the proceeds received from vending machines, games, or any other coin-operated food, refreshment and amusement devices placed in service in any facility owned, operated, or controlled by the University.

(D) Unless prohibited by law, emergency approval may be given for a contract by individual verbal approval of the Chairman of the Board or the Chairman of the Finance Committee and four other Board members.

(E) Contracts in this category are to be signed by the Chairman of the Board or the President, as specified in the Board order approving it; such contracts shall be filed with the Secretary of the Board of Regents.

(3) APPROVAL OF THE PRESIDENT AND CONCURRENCE OF EITHER THE CHAIRMAN OF THE BOARD OR THE CHAIRMAN OF THE FINANCE COMMITTEE IS REQUIRED FOR:

(A) Contracts which involve a stated or implied consideration of \$100,000 or more, but less than \$250,000 except as prescribed in (3)(B), (3)(C), and (5) below. This is applicable to both cash and non-cash considerations.

(B) Contracts for research or other sponsored programs with an initial award of \$250,000 or more.

(C) Contracts for continuing education and extension course activities which involve a consideration of \$250,000 or more.

(D) Contracts in this category will be signed by the President or, in his absence, by the Vice President for Finance and Administration.

(4) APPROVAL OF THE PRESIDENT IS REQUIRED FOR:

(A) Contracts which involve a stated or implied consideration of less than \$100,000. This is applicable to both cash and non-cash considerations.

(B) Contracts for all research and other sponsored programs which involve a stated or implied consideration of less than \$250,000. This is applicable to both cash and non-cash considerations.

(C) The President may execute all contracts for renewals of research or other sponsored programs and athletic events.

(D) Contracts in this category will be signed by the President, or in his absence, by the Vice President for Finance and Administration unless signature authority is delegated in accordance with (5) below.

(5) DELEGATION OF AUTHORITY:

(A) Contracts for proposals or awards for research or other sponsored projects which involve a consideration of less than \$250,000 may be approved and signed by either the Vice President for Research and Graduate Studies or the Vice President for Finance and Administration.

(B) Contracts for continuing education and extension course activity which involve a consideration of less than \$250,000 may be approved by the Vice President for Academic Affairs and either the Assistant Vice President for Budget and Financial Services or the Vice President for Finance and Administration.

(C) The President may delegate his authority to approve and sign other contracts involving a consideration of less than \$100,000 to selected senior administrative officers as appropriate, provided that an adequate review is conducted by a senior fiscal officer for contracts of \$25,000 or more, but retains overall responsibility for their actions.

Student Service Fee Schedule--Summer 1983

Approve the following Student Service Fee Schedule effective Summer 1983

STUDENT SERVICE FEE SCHEDULE

Effective Summer 1983

Credit Hours Enrolled	Required Fee	Purchases	Services
1	\$ 4.85	Group I Services	Campus Transportation System
2	9.70		KTXT-FM
3	14.55		University Daily Student Senate Spirit Groups Forensics Counseling Center
4	19.40	Group II Services	All Group I Services
5	24.25		Campus Organizations
6	29.10		Texas Tech Chorus
7	33.95		Texas Tech Symphony Orchestra
8	38.80		Student Health Service
9	43.65		Cultural Events
10	48.50		University Theatre
11	53.35		Texas Tech Band
12 or more	58.00		Women's Intercollegiate Athletics Recreational Services (Intramurals, Facilities, Pool, Sports Clubs)

Student Service Fee Schedule--1983-84

Approve the following Student Service Fee Schedule effective beginning this fall semester 1983

STUDENT SERVICE FEE SCHEDULE

Effective Fall 1983

Credit Hours Enrolled	Required Fee	Purchases	Services
1	\$ 5.00	Group I Services	Campus Transportation System
2	10.00		KTXT-FM
3	15.00		University Daily Law School Student Government Student Organization Advisement Student Senate Spirit Groups Forensics Counseling Center
4	20.00	Group II Services	All Group I Services
5	25.00		Campus Organizations
6	30.00		Texas Tech Chorus
7	35.00		Texas Tech Symphony Orchestra
8	40.00		Student Health Service
9	45.00	Group III Services	All Group I Services
10	50.00		All Group II Services
11	55.00		Cultural Events University Theatre Texas Tech Band
12 or more	60.00	Group IV Services	All Group I Services All Group II Services All Group III Services Women's Intercollegiate Athletics Recreational Services (Intramurals, Facilities, Pool, Sports Clubs)

TERMS FOR SALE OF PROPERTY TO THE
TEXAS TECH UNIVERSITY INTERFRATERNITY HOUSING CORPORATION

1. Title shall remain in the Texas Tech Interfraternity Housing Corporation.
2. The ten acre tract of land may not be sold or in any manner conveyed except by lease to an established fraternity or sorority with a national charter at Texas Tech University for the specific purpose of erecting thereon lodge-type buildings for Texas Tech University fraternities and sororities (having national charters). In the event it is not so utilized, title of the above-described property shall revert to Texas Tech University.
3. The acreage being leased to an established fraternity or sorority with a national charter at Texas Tech University must be approximately the same size as those in the present circle (1, 1-1.5 acres each).
4. Texas Tech Interfraternity Housing Corporation must successfully secure the approval of the City of Lubbock to rezone the land from its present R1 status to A2 status. Should Texas Tech Interfraternity Housing Corporation be unable to secure a zoning change within a two-year period from the date of transfer of the property, the property shall revert to Texas Tech University. However, in that event, but only in that event, Texas Tech University shall return the purchase price to the Texas Tech Interfraternity Housing Corporation.
5. Texas Tech Interfraternity Housing Corporation shall lease all lots in this ten acre tract on a nondiscriminatory basis.

RESIDENCE HALL RATES

1983-84 Academic Year Rates for a Double Room:

	<u>13 meals per week</u>	<u>20 meals per week</u>
Gordon and Doak	\$ 2,035	\$ 2,120
Horn, Knapp, Weeks, Wells, Carpenter, Gaston, Sneed, and Bledsoe	2,135	2,220
Wall, Gates, Hulen, Clement, Gaston, Stangel, and Murdough	2,382	2,467
Chitwood, Weymouth and Coleman	2,480	2,565
Add for a single room per year	280	280
Gaston Apartments (no board included)		790 to 1,257

Summer 1984 Rates for a Double Room and Eighteen Meals per Week for each six week term:

Chitwood and Weymouth	\$ 435
Add for a single room per term	60
Gaston Apartments (no board included)	135 to 225

TERMS FOR LEASE OF PROPERTY TO FRATERNITY AND
SORORITY HOUSING CORPORATIONS FOR PARKING

1. The term of the initial agreement is to last no longer than the year 2024. Prior to or at that time the lease may be extended if mutually agreed to by both parties.
2. The exact location of the parking adjacent to the property sold by the Board of Regents to the Interfraternity Housing Corporation on May 13, 1983, will be determined and confirmed by a survey. Both the location and the size of the parking area will be at the discretion of Texas Tech University.
3. Property will be leased for approximately the same amount per year that would be charged if the land were to be leased for farming use.
4. All areas covered by the agreement shall be used for parking only.
5. Parcels of land may be leased to individual Texas Tech Fraternity and Sorority Housing Corporations. However, the amount of land leased may not exceed a total of ten acres for all leases combined.
6. The construction, landscaping and maintenance of the area shall be the responsibility of the individual fraternity corporations to which the property is leased.
7. Parking lot construction must provide for adequate lighting and have a minimum of a weatherproof gravel surface. All construction plans must be approved by the Texas Tech University Grounds Maintenance Department.

1. To authorize and approve all travel of employees of Texas Tech University, except that to countries outside the United States other than United States possessions, Canada and Mexico, provided that such travel contributes to the mission of the University and is in accordance with current travel regulations and who may further delegate their authority, effective May 13, 1983, through August 31, 1984:

President
Vice President for Academic Affairs
Vice President for Development
Vice President for Finance & Administration
Vice President for Research & Graduate Studies
Vice President for Student Affairs
General Counsel
Director of Planning
Director of Public Affairs
Director of University News & Publications
Director of Athletics
Dean of the College of Agricultural Sciences
Dean of the College of Arts & Sciences
Dean of the College of Business Administration
Dean of the College of Education
Dean of the College of Engineering
Dean of the College of Home Economics
Dean of Graduate School
Dean of Law School

2. For approval and payment of all accounts covering expenditures for State-appropriated funds and all other University-controlled funds, effective May 13, 1983, and to continue until such time as they are separated from the University or assigned other responsibilities:

Eugene E. Payne, Vice President for Finance and Administration
Max C. Tomlinson, Associate Vice President for Business Affairs
Donald R. Harrison, Comptroller
Jay W. Lindsey, Assistant Vice President for Investments and
Operations Analysis
Robert J. Swanson, Director of Grants & Contracts Administration
Marsha A. Barnes, Director of Accounting Services-TTU
Charlie L. Stallings, Director of Accounting Services-HSC
W. W. Hart, Associate Director of Accounting Services
Steve Pruitt, Assistant Director of Accounting Services
Karen Evans, Accounting Group Supervisor
Liz Saenz, Accounting Group Supervisor
Ann Miller, Accounts Payable Supervisor
James Meiers, Assistant Supervisor, Accounts Payable
Hazel Newberry, Coordinator Travel Services
A. Rex Jasper, Head of Payroll
Gerie L. Pirkey, Chief Accountant
Boyd Harrington, Accountant II
Ted Johnston, Accountant II
Charlene Rucker, Accountant II
Susan Davidson, Accountant II
Jerry Bridges, Accountant I
Linda Green, Accountant I
Beverly Johnson, Accountant I

3. 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 13, 1983, and to continue until such time as they are separated from the University or assigned other responsibilities:

Lauro F. Cavazos, President

Eugene E. Payne, Vice President for Finance and Administration

Max C. Tomlinson, Associate Vice President for Business Affairs

Donald R. Harrison, Comptroller

Jay W. Lindsey, Assistant Vice President for Investments and
Operations Analysis

Robert J. Swanson, Director of Grants & Contracts Administration

Marsha A. Barnes, Director of Accounting Services

W. W. Hart, Associate Director of Accounting Services

Steve Pruitt, Assistant Director of Accounting Services

Karen Evans, Accounting Group Supervisor

Liz Saenz, Accounting Group Supervisor

Ann Miller, Accounts Payable Supervisor

James Meiers, Assistant Supervisor, Accounts Payable

Susan Davidson, Accountant II

4. To sign and/or countersign checks drawn on the Revolving Fund and all other checking accounts of the University in any depository bank, except the University's Cashier's Account in the general operating depository bank, effective May 13, 1983, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may sign or countersign:

Eugene E. Payne, Vice President for Finance & Administration
Max C. Tomlinson, Associate Vice President for Business Affairs
Clyde H. Westbrook, Jr., Assistant Vice President for Budgeting
& Financial Services
Donald R. Harrison, Comptroller
Robert J. Swanson, Director of Grants & Contracts Administration
Marsha A. Barnes, Director of Accounting Services
W. W. Hart, Associate Director of Accounting Services
Steve Pruitt, Assistant Director of Accounting Services

Employees who may countersign only:

Karen Evans, Accounting Group Supervisor
Liz Saenz, Accounting Group Supervisor
A. Rex Jasper, Head of Payroll

5. To sign and/or countersign cashier's checks drawn on the University's Cashier's Account in the general operating depository bank, effective May 13, 1983, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may sign or countersign:

Clyde H. Westbrook, Jr., Assistant Vice President for Budgeting
& Financial Services
Donald R. Harrison, Comptroller
Robert J. Swanson, Director of Grants & Contracts Administration
Marsha A. Barnes, Director of Accounting Services
W. W. Hart, Associate Director of Accounting Services
Steve Pruitt, Assistant Director of Accounting Services
Karen Evans, Accounting Group Supervisor
Mildred Caldwell, Bursar

Employees who may countersign only:

Liz Saenz, Accounting Group Supervisor
Kim North, Accounting Clerk IV
Sylvia Clark, Accounting Clerk III

6. To sign and/or countersign checks drawn on the University's Financial Aids Cashier's Account in the general operating depository bank, effective May 13, 1983, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may sign or countersign:

Ronny Barnes, Director of Financial Aids
Tommie Beckwith, Assistant Director of Financial Aids
Walter Norman, Financial Aids Advisor
Cynthia Gaither, Financial Aids Advisor
Donald R. Harrison, Comptroller
Robert J. Swanson, Director of Grants & Contracts Administration
W. W. Hart, Associate Director of Accounting Services
Steve Pruitt, Assistant Director of Accounting Services

Employees who may countersign only:

Jo Hutcherson, Financial Aids Advisor
Mildred Caldwell, Bursar

7. To authorize transfers, by wire or other means, of funds between Texas Tech University depositories, effective May 13, 1983, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may authorize or counter-authorize:

Eugene E. Payne, Vice President for Finance & Administration
Max C. Tomlinson, Associate Vice President for Business Affairs
Donald R. Harrison, Comptroller
Marsha A. Barnes, Director of Accounting Services-TTU
W. W. Hart, Associate Director of Accounting Services
Steve Pruitt, Assistant Director of Accounting Services
Robert Hall, Cash Manager

Employees who may counter-authorize only:

Clyde H. Westbrook, Jr., Assistant Vice President for Budgeting
& Financial Services
Charlie L. Stallings, Director of Accounting Services-HSC

8. To commission as peace officers, the following persons, effective May 13, 1983, in accordance with Chapter 80, Acts of the 60th Legislature, Regular Session, 1967, as amended by Chapter 246, Acts of the 62nd Legislature, Regular Session, 1971:

George N. Bailey
Gary W. Beane
Stanley S. Bloodworth
Peter C. Bratton
B. G. Daniels
John R. Devitt
Jack Eller
Gary D. Fisher
John D. Fortner
Arthur R. Garcia, Jr.
Joel Garza, Jr.
Orelia B. Gonzalez
Richard T. Hamilton
Samuel D. Head
Roy H. Hensley
David F. Hodges
Eddie L. Huckabee
Slaton L. Hughes
James M. Jenkins
Kenneth L. Ketron, Jr.
Leo R. LaBerge, Jr.
Curtis R. Leatherwood
Garnett J. Lee
Ricky D. Loper
Earl G. Minnick
Robert Montanez
John E. Morgan
Randy S. Nelson
Donnie D. Newton
Jay A. Parchman
Lawrence L. Payne
Clifton D. Riggs, Jr.
Juan Rocha
Kevin J. Ryan
Roynold A. Smail
Trudy Stevens
Joe E. Strange
Bobby D. Thompson
William J. Todd
Miguel Torres
Stanley E. Ware
Larry D. Williams
Brenda A. Woods

01-02-06.05

Building Program

1. All construction projects in the amount of \$100,000 or more require the following actions by the Board of Regents:

A. authorization to the President to proceed with the project;

B. establishment of a maximum project budget;

C. appointment of the architect;

D. approval of the schematics, elevations and authority to bid the project;

E. acceptance of bids and award of contracts; and

F. recording of a completion date.

2. All University building renovation and construction projects not performed by the University personnel will be competitively bid unless otherwise approved by the Board. Unless a construction project is a bona fide emergency repair, all construction contracts over \$50,000 may be awarded only after the receipt of three bids. A "NO BID" response does not count as a bid. If three bids are not received then the bids will be returned to the bidders unopened, and the project will be rebid unless a waiver from the requirement for three bids is approved by the Chairman of the Board and the Chairman of the Campus and Building Committee. A contract may be awarded on the second competitive bidding if an acceptable bid is received even if less than three bids were received.

The President is authorized to award construction contracts if the construction cost does not exceed \$50,000 and if one of the following requirements is met:

A. at least three bids must be received. A "NO BID" response does not count as a bid.

B. the notice to bidders is published in the legal notice section of the local newspaper a

minimum of once per week for two consecutive weeks, at least 18 days are provided from the publication of the formal bid notice until the bid opening date, and the project is listed in the Dodge Report to notify the contractors a project is being bid.

3. If a University renovation or construction project as defined in paragraph 1. above is considered an emergency the Board may authorize the Chairman of the Board and the Chairman of the Campus and Building Committee to approve steps A., B., and C. outlined in paragraph 1. above in lieu of a full meeting of the Board.

Regents Policy 01-02-06.02

Naming of University Buildings and Facilities

The naming of buildings, auditoriums, rooms, laboratories, streets, athletic fields, land masses, and other facilities on the Texas Tech University campus and its outlying campuses shall be reserved to the Board of Regents for final approval.

All designations involving the above to be named for individuals, foundations, and corporations must receive final approval from the Board of Regents before said designation can be announced.

Academic Buildings shall be named on the basis of the major academic use of the building. All new buildings should be named, wherever practicable, by the time the preliminary architects drawings are approved. Any name changes of existing buildings should be determined as far as possible ahead of occupancy.

Residence Halls may be named for a person, provided the individual is not actively connected with Texas Tech University at the time the building is named.

Sub-units of Buildings (Auditoriums, Offices, Reading Rooms, Libraries, Conference Rooms, Laboratories, etc.) may be named after an individual who, as an employee, has provided exemplary service to Texas Tech University or who, as a volunteer, has avidly pursued a program of excellence for a department, school, college or for Texas Tech University. An individual, foundation, or corporation wishing to expand the facilities of Texas Tech University may have an area named after the donor provided ninety (90) percent of the designated area and/or equipment therein is provided by the donor.

Streets and Designated Landscape Areas of the Campus may be named after individuals or groups of individuals who have brought honor and distinction to the institution.

Athletic and Recreational Facilities or Areas may be named after a donor(s) or family who wish to donate a substantial contribution toward the cost of the project (normally a minimum of 90%).

In no case shall a campus site, structure or facility bear the name of more than two (2) individuals or one foundation or corporation.

In the case of sub-units of buildings the President is authorized to approve the naming of such units and will report such action as an information item to the Board of Regents.

Exceptions to the above sections may be made by the Board of Regents when it is determined that a building should be named for a major donor or other person deserving special attention.

RECOMMENDED REVISIONS
IN BOARD OF REGENTS POLICY MANUALS

UNIVERSITY

HEALTH SCIENCES CENTER

1. 01-01-01.012, RULES AND REGULATIONS

01.01, RULES AND REGULATIONS

Revise item (1)(C), first sentence:
"Under the authority of said Section 109.23, the Board of Regents, while sitting as a Board of Texas Tech University, ~~will~~ MAY appoint a President to act as the chief executive officer."

Revise item (1)(C), first sentence:
"Under the authority of Section 109.23, Texas Education Code, the Board of Regents, while sitting as a Board for Texas Tech University Health Sciences Center, ~~will~~ MAY appoint a President to act as the chief executive officer."

Revise item (3)(A):
"The Board of Regents shall, as directed by law, take actions on all matters affecting Texas Tech University and Texas Tech University School of Medicine HEALTH SCIENCES CENTER, as separate institutions, while sitting as a Board for each particular institution."

Revise item (3)(A):
No change required.

Revise item (4)(A).1:
"The Chairman of the Board shall be elected by the Board from its number at the regular ~~August-or-September~~ NOVEMBER OR DECEMBER meeting of the ~~Board-and-shall-serve-for-a-term-of one-year~~ EVEN-NUMBERED YEARS FOR A TWO-YEAR TERM, AND THE CHAIRMAN WILL TAKE OFFICE UPON THE ADJOURNMENT OF THAT MEETING. The Chairman shall report to and be responsible to the Board. In case of death, resignation, disability, removal, or disqualification of the Chairman, the Board shall elect a successor as soon as practicable.

Revise item (4)(A).1:
"The Chairman of the Board shall be elected by the Board from its number at the regular ~~August-or-September~~ NOVEMBER OR DECEMBER meeting of the ~~Board-and-shall-serve-for-a-term-of one-year~~ EVEN-NUMBERED YEARS FOR A TWO-YEAR TERM, AND THE CHAIRMAN WILL TAKE OFFICE UPON THE ADJOURNMENT OF THAT MEETING. The Chairman shall report to and be responsible to the Board. In case of death, resignation, disability, removal, or disqualification of the Chairman, the Board shall elect a successor as soon as practicable. No member shall serve more than ~~two-consecutive~~ ONE terms as Chairman unless the members shall reelect such person for each term after ~~two-consecutive-terms~~ by unanimous vote at a meeting at which at least six members are present. ~~No-member-whose appointment-as-a-member-of-the-Board will-expire-within-less-than-a-year shall-be-elected-to-an-officer.~~ Newly elected Board officers shall take office on the adjournment of the meeting at which they are selected."

No member shall serve more than ~~two consecutive~~ ONE terms as Chairman unless the members shall reelect such person for each term after ~~two consecutive-terms~~ by unanimous vote at a meeting at which at least six members are present. ~~No-member whose-appointment-as-a-member-of-the Board-will-expire-within-less-than a-year-shall-be-elected-to-an-officer.~~ Newly elected Board officers shall take office on the adjournment of the meeting at which they are selected."

UNIVERSITY

01-01-01.012, RULES AND REGULATIONS
(continued)

Revise item (4)(B).1.f:

~~"Deliver to each new Board member immediately upon such person's appointment by the Governor a copy of the current Board of Regents Policy Manual and a chart of organization of principal and administrative officers of the University including Deans of the colleges therein and those reporting to the Deans. THE CHAIRMAN IS TO CONDUCT AN APPROPRIATE ORIENTATION FOR NEW BOARD MEMBERS AS SOON AS POSSIBLE AFTER APPOINTMENT~~

AND DELIVER TO EACH A COPY OF THE CURRENT BOARD OF REGENTS POLICY MANUAL AND CHARTS OF ORGANIZATION OR PRINCIPAL AND ADMINISTRATIVE OFFICERS OF THE UNIVERSITY INCLUDING DEANS OF THE COLLEGES, AND THOSE REPORTING TO THE DEANS."

Revise item (7)(A):

~~"Six regular meetings of the Board of Regents shall be held each year as follows: on dates and time to be chosen by the Board of Regents, provided, however, that one such meeting shall be held in August or September NOVEMBER OR DECEMBER of each EVEN-NUMBERED year at which time officers shall be elected. Regular meetings shall be held in the Board Room of the Administration Building of the University at Lubbock, or at such other place as may be determined by the Board in advance of such meeting."~~

Revise item (8)(A):

~~"The Chairman of the Board shall appoint all committee members and shall designate a chairman of each committee except as otherwise provided herein. ALL BOARD MEMBERS SHALL BE EX-OFFICIO MEMBERS OF EACH COMMITTEE."~~

Delete item (8)(C).1, Executive Committee. Renumber all the committees in this section to reflect this deletion.

01.01, RULES AND REGULATIONS
(continued)

Revise item (4)(B).6:

~~"Deliver to each new Board member immediately upon such person's appointment by the Governor a copy of the current Board of Regents Policy Manual and a chart of organization of principal and administrative officers of the Health Sciences Center including Deans of the schools therein and those reporting to the Deans. THE CHAIRMAN IS TO CONDUCT AN APPROPRIATE ORIENTATION FOR NEW BOARD MEMBERS AS SOON AS POSSIBLE AFTER APPOINTMENT~~

AND DELIVER TO EACH A COPY OF THE CURRENT BOARD OF REGENTS POLICY MANUAL AND CHARTS OF ORGANIZATION OR PRINCIPAL AND ADMINISTRATIVE OFFICERS OF THE HEALTH SCIENCES CENTER INCLUDING DEANS OF THE SCHOOLS, AND THOSE REPORTING TO THE DEANS."

Revise item (7)(A):

~~"Six regular meetings of the Board of Regents shall be held each year as follows: on dates and time to be chosen by the Board of Regents, provided, however, that one such meeting shall be held in August or September NOVEMBER OR DECEMBER of each EVEN-NUMBERED year at which time officers shall be elected. Regular meetings shall be held in the Board Room of the Administration Building of the University at Lubbock, or at such other place as may be determined by the Board in advance of such meeting."~~

Revise item (8)(A):

~~"The Chairman of the Board shall appoint all committee members and shall designate a chairman of each committee except as otherwise provided herein. ALL BOARD MEMBERS SHALL BE EX-OFFICIO MEMBERS OF EACH COMMITTEE."~~

Delete item (8)(C).1, Executive Committee. Renumber all the committees in this section to reflect this deletion.

UNIVERSITY

HEALTH SCIENCES CENTER

01-01-01.012, RULES AND REGULATIONS
(continued)

Delete item (8)(C).5, Public Affairs, Development and University Relations Committee.

Add (8)(C).4, Development Committee:
"4. DEVELOPMENT COMMITTEE. THE DEVELOPMENT COMMITTEE SHALL CONSIST OF THREE MEMBERS. THIS COMMITTEE SHALL CONSIDER:

a. ALL PRIVATE FUND-RAISING ACTIVITIES FOR THE UNIVERSITY AND EACH COMPONENT THEREOF AND MAKE RECOMMENDATIONS THAT WILL INSURE COORDINATION OF ALL PRIVATE FUND-RAISING FUNCTIONS INCLUDING ANY FUNDS USED TO SUPPLEMENT THE SALARY OF ANY EMPLOYEE OF THE UNIVERSITY OR ITS COMPONENTS.

b. THE COMMITTEE SHALL SUMMARIZE FACTS AND PRESENT ALTERNATIVES AS NECESSARY."

Add (8)(C).5, Public Affairs and University Relations Committee:
"5. PUBLIC AFFAIRS AND UNIVERSITY RELATIONS COMMITTEE. THE PUBLIC AFFAIRS AND UNIVERSITY RELATIONS COMMITTEE SHALL CONSIST OF THREE MEMBERS. THIS COMMITTEE SHALL CONSIDER:

a. CURRENT AND LONG-RANGE GOVERNMENTAL ACTIONS WHICH MAY AFFECT THE UNIVERSITY AND MAKE RECOMMENDATIONS WHICH WILL INSURE, WHEN NECESSARY, CONTINUOUS AND PROMPT ACTION BY THE UNIVERSITY ON SUCH MATTERS.

b. THE PUBLIC INFORMATION PROGRAMS OF THE UNIVERSITY AND MAKE RECOMMENDATIONS SO AS TO INSURE ACCURATE COMMUNICATION WITH ALL MEDIA AND ALL PUBLICS.

c. THE PUBLIC RELATIONS ACTIVITIES OF THE UNIVERSITY AND ITS PERSONNEL AS RELATED TO EXTERNAL PUBLICS AND MAKE RECOMMENDATIONS TO INSURE AN ACCURATE IMAGE OF THE UNIVERSITY IS MAINTAINED.

01.01, RULES AND REGULATIONS
(continued)

Delete item (8)(C).5, Public Affairs, Development and University Relations Committee.

Add (8)(C).4, Development Committee:
"4. DEVELOPMENT COMMITTEE. THE DEVELOPMENT COMMITTEE SHALL CONSIST OF THREE MEMBERS. THIS COMMITTEE SHALL CONSIDER:

a. ALL PRIVATE FUND-RAISING ACTIVITIES FOR THE HEALTH SCIENCES CENTER AND EACH COMPONENT THEREOF AND MAKE RECOMMENDATIONS THAT WILL INSURE COORDINATION OF ALL PRIVATE FUND-RAISING FUNCTIONS INCLUDING ANY FUNDS USED TO SUPPLEMENT THE SALARY OF ANY EMPLOYEE OF THE HEALTH SCIENCES CENTER OR ITS COMPONENTS.

b. THE COMMITTEE SHALL SUMMARIZE FACTS AND PRESENT ALTERNATIVES AS NECESSARY."

Add (8)(C).5, Public Affairs and University Relations Committee:
"5. PUBLIC AFFAIRS AND UNIVERSITY RELATIONS COMMITTEE. THE PUBLIC AFFAIRS AND UNIVERSITY RELATIONS COMMITTEE SHALL CONSIST OF THREE MEMBERS. THIS COMMITTEE SHALL CONSIDER:

a. CURRENT AND LONG-RANGE GOVERNMENTAL ACTIONS WHICH MAY AFFECT THE HEALTH SCIENCES CENTER AND MAKE RECOMMENDATIONS WHICH WILL INSURE, WHEN NECESSARY, CONTINUOUS AND PROMPT ACTION BY THE HEALTH SCIENCES CENTER ON SUCH MATTERS.

b. THE PUBLIC INFORMATION PROGRAMS OF THE HEALTH SCIENCES CENTER AND MAKE RECOMMENDATIONS SO AS TO INSURE ACCURATE COMMUNICATION WITH ALL MEDIA AND ALL PUBLICS.

c. THE PUBLIC RELATIONS ACTIVITIES OF THE HEALTH SCIENCES CENTER AND ITS PERSONNEL AS RELATED TO EXTERNAL PUBLICS AND MAKE RECOMMENDATIONS TO INSURE AN ACCURATE IMAGE OF THE HEALTH SCIENCES CENTER IS MAINTAINED.

UNIVERSITY

01-01-01.012, RULES AND REGULATIONS
(continued)

Add (8)(C).5, Public Affairs and
University Relations Committee:
(continued)

d. THE COMMITTEE SHALL SUMMA-
RIZE FACTS AND PRESENT ALTERNATIVES
AS NECESSARY."

2. 01-01-01.021, AMENDMENT OF BOARD
OF REGENTS POLICIES, revise item
(3):

~~"The official~~ A DUPLICATE copy of the
Board policies, including effective
amendments thereto, is maintained in
the Office of the General Counsel of
Texas Tech University."

3. 01-01-01.04, SERVICE OF BOARD MEM-
BERS ON SUPPORT AND ADVISORY GROUPS,
revise fourth sentence:

"This eventuality should be avoided
and the Board therefore restricts
any membership on such groups to
non-voting participation effective
~~immediately~~, AND ANY EXCEPTION TO
THIS POLICY MUST BE APPROVED BY THE
BOARD."

4. 01-01-01.05, SELECTION OF A NEW
PRESIDENT, revise item (3):

"The Board of Regents shall select
a new President."

5. 01-02-01.01, SEAL OF TEXAS TECH
UNIVERSITY, revise item (2), last
sentence:

"Where necessary and proper, ~~he~~ THE
SECRETARY shall use the Seal to at-
test to the authority of administra-
tive or executive officers of the
University."

6. 01-02-04.02, FACULTY RESEARCH, add
item (4):

"(4) WHENEVER POSSIBLE AND APPRO-
PRIATE, RESEARCH PROPOSALS SHOULD
INCLUDE A BUDGETED PERCENTAGE OF
THE SALARY OF PRINCIPAL INVESTIGA-
TOR(S) AND OTHER FACULTY-RANK RE-
SEARCHERS ASSOCIATED WITH THE PROJECT."

01.01, RULES AND REGULATIONS
(continued)

Add (8)(C).5, Public Affairs and
University Relations Committee:
(continued)

d. THE COMMITTEE SHALL SUMMA-
RIZE FACTS AND PRESENT ALTERNATIVES
AS NECESSARY."

01.02, AMENDMENT OF BOARD OF
REGENTS OF TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER, revise
item (3):

~~"The official~~ A DUPLICATE copy of the
Board's policies, including effective
amendments thereto, is maintained in
the Office of General Counsel of
Texas Tech University Health Sciences
Center."

01.03, SERVICE OF BOARD MEMBERS
ON SUPPORT AND ADVISORY GROUPS,
revise fourth sentence:

"This eventuality should be avoided
and the Board therefore restricts
any membership on such groups to
non-voting participation effective
~~immediately~~, AND ANY EXCEPTION TO
THIS POLICY MUST BE APPROVED BY THE
BOARD."

01.04, SELECTION OF A NEW
PRESIDENT, revise item (3):

"The Board of Regents shall select
a new President."

01.06, SEAL OF TEXAS TECH UNIVER-
SITY HEALTH SCIENCES CENTER, item
(2), last sentence:

No change required.

07.01, FACULTY RESEARCH, add
item (4):

"(4) WHENEVER POSSIBLE AND APPRO-
PRIATE, RESEARCH PROPOSALS SHOULD
INCLUDE A BUDGETED PERCENTAGE OF
THE SALARY OF PRINCIPAL INVESTIGA-
TOR(S) AND OTHER FACULTY-RANK RE-
SEARCHERS ASSOCIATED WITH THE PROJECT."

UNIVERSITY

HEALTH SCIENCES CENTER

7. 01-02-05.041, HONORARY DEGREES,
add item (7):
"THE PRESIDENT WILL INFORM THE BOARD
OF NOMINATIONS AT LEAST ONE MONTH
PRIOR TO THE BOARD MEETING WHEN CAN-
DIDATES ARE SCHEDULED TO BE CONSIDERED
FOR APPROVAL."
8. No corresponding policy.
9. 01-02-06.06, CONSTRUCTION CODE RE-
QUIREMENTS:
No change required.
10. 01-02-07.10, GEOPHYSICAL SURVEYS:
No change required.
11. 01-02-20.021, PRIVATE SECTOR
SUPPORT:
No change required.

- 02.02, HONORARY DEGREES, add
item (7):
"THE PRESIDENT WILL INFORM THE BOARD
OF NOMINATIONS AT LEAST ONE MONTH
PRIOR TO THE BOARD MEETING WHEN CAN-
DIDATES ARE SCHEDULED TO BE CONSIDERED
FOR APPROVAL."
- 02.06, AFFILIATION AGREEMENT,
SCHOOL OF ALLIED HEALTH:
Add this new section to the Policy
Manual. This policy was approved
by the Board on January 14, 1983
(H31) and was not included in the
manual adopted on March 25, 1983
(H80) (see Attachment 1).
- 03.12, CONSTRUCTION CODE REQUIRE-
MENTS:
Add this new section to the Policy
Manual. This policy was approved
by the Board on March 25, 1983
(H75) and was not included in the
manual adopted on the same date
(H80) (see Attachment 2).
- 04.20, GEOPHYSICAL SURVEYS:
Add this new section to the Policy
Manual. This policy was approved
by the Board on October 30, 1982
(H22) and was not included in the
manual adopted on March 25, 1983
(H80) (see Attachment 3).
- 05.03, PRIVATE SECTOR SUPPORT:
Change item (1), second paragraph,
as approved by the Board on
January 14, 1983 (H55) and was
not included in the manual adopted
on March 25, 1983 (H80), as
follows: "Authority for the final
approval of all programs, activities,
and procedures which originate on
the campus by any person, group, or
organization associated with the
Health Sciences Center or by any
person, group, or organization act-
ing in the name of the Health Sciences
Center for purposes of raising funds
shall reside with the President and
may be delegated to the chief develop-
ment officer."

UNIVERSITY

HEALTH SCIENCES CENTER

12. 01-02-21.105, TRAFFIC AND PARKING REGULATIONS:
No change required.

03.11, TRAFFIC AND PARKING REGULATIONS:
Update the Traffic & Parking Regulations for 1983-84 academic year as approved by the Board on January 14, 1983 (H35) and was not included in the manual adopted on March 25, 1983 (H80).

Change Article VI, paragraph A.2 to reflect policy change as approved by the Board on March 25, 1983 (H68) and was not included in the manual adopted on the same date (H80), as follows:
"In certain designated reserved lots, a limited number of parking spaces are reserved after 5:30 p.m., Monday through Friday, for use by any reserved permit holder."

13. No corresponding policy.

09.06, SCHOOL OF MEDICINE - STUDENT FEES:
Add this new section to the Policy Manual. This policy was approved by the Board on October 30, 1982 (H19) and was not included in the manual adopted on March 25, 1983 (H80) (see Attachment 4).

14. No corresponding policy.

09.07, SCHOOL OF NURSING - STUDENT FEES:
Add this new section to the Policy Manual. This policy was approved by the Board on October 30, 1982 (H19) and was not included in the manual adopted on March 25, 1983 (H80) (see Attachment 5).

15. No corresponding policy.

09.08, SCHOOL OF ALLIED HEALTH - STUDENT FEES:
Add this new section to the Policy Manual. This policy was approved by the Board on October 30, 1982 (H19) and was not included in the manual adopted on March 25, 1983 (H80) (see Attachment 6).

UNIVERSITY

HEALTH SCIENCES CENTER

16. The numbering system is to be changed to that shown in Attachment 1 which is the same format as the Health Sciences Center Regents Policy Manual. All references to policy in the manual are to be changed to this new numbering.

No change required.

TEXAS TECH UNIVERSITY
 Board of Regents Policy Manual
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* - Unique to Texas Tech University

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RESOLUTION

JAMES L. SNYDER

WHEREAS Mr. James L. Snyder has, with great devotion, served his community, state and nation and, particularly, Texas Tech University and the Texas Tech University Health Sciences Center; and

WHEREAS James Snyder brought to himself and to Texas Tech University honor during his three-year service in the U.S. Navy, which accorded him the rank of lieutenant commander; and

WHEREAS James L. Snyder has been an outstanding civic leader in Baird and the entire Abilene area, serving as president of Baird's Chamber of Commerce and School Board as well as director of the West Texas Rehabilitation Center and the West Texas Fair; and

WHEREAS he has been a director of the Texas Law Enforcement and Youth Development Foundation to the benefit of all Texas young people; and

WHEREAS, through banking, ranching and other agricultural activities, and through his special interest in the petroleum industry, James Snyder has sought to make a better life for his fellowmen; and

WHEREAS James Snyder served as an officer of several student classes and president of the Texas Tech Student Body before his graduation in 1941, when he received his bachelor's degree in government with honors; and

WHEREAS he brought distinction to Texas Tech through his studies, his extra-curricular activities and his recognition by Who's Who Among College and University Students; and

WHEREAS James Snyder has shown a continuing devotion to Texas Tech through service on behalf of the Ex-Students Association, the Dads Association, the Ranching Heritage Association and in a multitude of other ways; and

WHEREAS James L. Snyder has served on the Boards of Regents of Texas Tech University and the Texas Tech University Health Sciences Center since 1977, during a period of remarkable growth, both physical and academic; and

WHEREAS James Snyder's tenure as vice chairman of the Boards in 1981 and 1982 was distinguished by exemplary leadership; and

WHEREAS James L. Snyder has maintained a close association with Texas Tech University that began with a deep appreciation of scholarship and extraordinary leadership during his student years and extended through numerous offices and positions of trust to his important and highly valued role on the Boards of Regents;

NOW THEREFORE BE IT RESOLVED that the Boards of Regents of Texas Tech University and Texas Tech University Health Sciences Center pause in their deliberations to recognize their colleague, Mr. James L. Snyder, and salute him in gratitude for the continuous generosity of his service and for his distinguished contributions to the public good; and

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and a copy be delivered to Mr. James L. Snyder.

TEXAS TECH UNIVERSITY
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

Chairman

May 13, 1983

RESOLUTION

CLINT FORMBY

WHEREAS Mr. Clint Formby has contributed outstanding leadership to his community, state and nation and, particularly, to Texas Tech University and the Texas Tech University Health Sciences Center; and

WHEREAS Mr. Formby's civic service has included the presidencies in Hereford, Texas, of the Chamber of Commerce, the United Way, the Jaycees, and the Kiwanis Club, and extended beyond his community in his position of lieutenant governor of Kiwanis International; and

WHEREAS Clint Formby served his country with distinction in World War II, spending eighteen of those forty months of service in the European Theater; and

WHEREAS Mr. Formby has become nationally esteemed for the leadership he has provided in the broadcasting industry -- as president of the Broadcast Education Association, vice president of the Associated Press Broadcasters Board of Directors and as chairman of the Radio Board of the National Association of Broadcasters; and

WHEREAS Clint Formby has achieved similar distinction among broadcasters in the State of Texas, as president of the Texas Association of Broadcasters, as Texas Communicator of the Year and as 1979 Texas Broadcaster of the Year; and

WHEREAS he also has been honored as La Ventana's 1979 Man of the Year, as the 1977 Hereford Citizen of the Year, and as Citizen of the Year for the Texas Panhandle; and

WHEREAS Mr. Formby used the bachelor's degree Texas Tech awarded him in 1949 -- in government with minors in speech and journalism -- to enhance both his professional career in broadcasting and banking and his service to the broadcast industry, higher education in general and particularly to the highest goals of his alma mater; and

WHEREAS Clint Formby has, since 1971, served with great devotion on the Boards of Regents of Texas Tech University and the Texas Tech University Health Sciences Center; and

WHEREAS Clint Formby served two terms, 1974-1976, as chairman of these boards providing exemplary leadership during periods of dramatic growth, both physical and academic, within both institutions; and

WHEREAS Mr. Formby has the unusual distinction of being the only individual to have been president of the Texas Tech Student Association and president of the Texas Tech Ex-Students Association and chairman of the Boards of Regents of Texas Tech University and Texas Tech University Health Sciences Center; and

WHEREAS the qualities of leadership Clint Formby brought to the Boards of Regents during his tenure of twelve years contributed greatly to the direction and growth of these institutions, and especially to scholarly achievement which flourished during this period;

NOW THEREFORE BE IT RESOLVED that the Boards of Regents of Texas Tech University and Texas Tech University Health Sciences Center pause in their deliberations to recognize the outstanding contributions to the public good made by Mr. Clint Formby and to salute him for his leadership and the generosity of his service; and

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

TEXAS TECH UNIVERSITY
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

Chairman

May 13, 1983

RESOLUTION

ROY K. FURR

WHEREAS Mr. Roy K. Furr has faithfully served his community, state and nation and, in particular, Texas Tech University and the Texas Tech University Health Sciences Center in the finest tradition of exemplary citizenship; and

WHEREAS the quality of life in Texas Tech's home city of Lubbock has been greatly enhanced by Roy Furr's service to the United Way, the Heart Association, the Y.M.C.A., the Girl Scouts and many other such organizations; and

WHEREAS Roy K. Furr has further distinguished himself in the world of business -- in retailing, banking and real estate -- and has, through local, state and national organizations worked to advance the quality of service rendered by business institutions; and

WHEREAS Roy Furr has demonstrated and continues to exhibit his personal interest in public affairs by his membership on the McMurry College Board of Directors and the Texas Association of Taxpayers Board of Directors as well as by his commitment to Texas' foundation industries related to livestock and petroleum; and

WHEREAS Roy K. Furr did, following his 1955 graduation from Texas Tech, with a degree in business administration, continue to show devotion to the institution with membership in the Ex-Students Association, the Century Club and the President's Council; and

WHEREAS Texas Tech University benefited greatly from his presidency of the Red Raider Club and his long-time special interest in the development of varsity athletics; and

WHEREAS Mr. Furr has served with devotion on the Boards of Regents of Texas Tech University and the Texas Tech University Health Sciences Center since 1977; and

WHEREAS Roy K. Furr was elected vice chairman of those boards, contributing his leadership and influencing the direction of these two institutions while serving in that position in 1978 and 1979; and

WHEREAS Roy K. Furr has been a preeminent figure and leader in a dramatic period of growth, both physical and academic, for Texas Tech University and Texas Tech University Health Sciences Center; and

WHEREAS among the distinctive accomplishments in which Mr. Furr played a significant role during his tenure was the development of the School of Medicine to a fully accredited and esteemed medical training facility;

NOW THEREFORE BE IT RESOLVED that the Boards of Regents of Texas Tech University and Texas Tech University Health Sciences Center pause in their deliberations to recognize the contributions and the leadership of Mr. Roy K. Furr and salute him in gratitude for the generosity of his service and for his outstanding contributions to the public good; and

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and a copy be delivered to Mr. Roy K. Furr.

TEXAS TECH UNIVERSITY
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

Chairman

May 13, 1983

TEXAS TECH UNIVERSITY
Lubbock, Texas

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FOR BOARD INFORMATION

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TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Appointments - General Administration,
Teaching, and Non-Classified Positions
1. February through May, 1983

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Barlow, Bryan A. Visiting Professor	Biological Sciences	06-01-83/07-15-83
Burton, Christina M. Assistant Professor	Art	09-01-83/05-31-84
Collins, Scott L. Visiting Assistant Professor	Biological Sciences	07-16-83/08-31-83
Davis, Wylie H. Visiting Professor	Law	06-01-83/07-15-83
Ershkowitz, Miriam Professor	Political Science	09-01-83/05-31-84
Gannaway, John R. Adjunct Associate Professor	Plant & Soil Science	02-01-83/08-31-83
Glosson, Linda Adjunct Assistant Professor	Home Economics Education	11-15-82/08-31-83
Greenbaum, Karen S. Assistant Professor	Art	09-01-83/05-31-84
Hein, Scott E. Associate Professor	Business Administration	09-01-83/05-31-84
Hughes, Dean W. Associate Professor	Agricultural Economics	08-16-83/08-31-83 09-01-83/05-31-84
Langeard, Eric Visiting Professor	Business Administration	09-01-83/01-15-84
Langstraat, Craig J. Assistant Professor	Business Administration	09-01-83/05-31-84
Logan, John W. Assistant Professor	Education	09-01-83/05-31-84
Martin, Clyde Distinguished Visiting Professor	Mathematics	09-01-83/05-31-84

Neff, John L. Visiting Assistant Professor	Biological Sciences	06-01-83/07-15-83
Oberhelman, Steven M. Assistant Professor	Classical & Romance Languages	09-01-83/05-31-84
Riggs, James B. Associate Professor	Chemical Engineering	09-01-83/05-31-84
Santalainen, Timo J. Visiting Associate Professor	Business Administration	07-16-83/08-31-83 09-01-83/01-15-84
Whipple, Edward G. Adjunct Assistant Professor	Education	01-16-83/5-31-83
Willham, Richard L. Adjunct Professor	Animal Science	02-01-83/08-31-83
Yackle, Larry Visiting Professor	Law	07-15-83/08-31-83

TEXAS TECH UNIVERSITY
Lubbock, Texas

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

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Adkins, Brad Assistant Basketball Coach	Men's Athletics-Basketball	3/31/83
Bowers, James W. Associate Professor	School of Law	5/31/83
Caskey, Owen Professor	Education	9/1/83
*Read, Donna Rea Associate Professor	Art	3/15/83
**Stephen, Francis	Art	8/31/83

*Deceased
**Retiring

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

December 1982 through February 1983

3. FOR INFORMATION ONLY: EMPLOYMENT AND TERMINATION OF CLASSIFIED PERSONNEL

Description:	<u>Appointment Period</u>		<u>Revisions</u>	<u>Terminations</u>
	<u>9 Months and Over</u>	<u>4½ Months and Under</u>		
1. Clerical and Fiscal Group	51		28	51
2. Equipment Operators	6		9	9
3. Building, Grounds Services	46		5	34
4. Engineering, Trades Technical	13		7	8
5. Personnel Services, Residence Halls & Public Relations	15		7	12
6. Agricultural Services	5		1	5
7. Stores & Purchasing	3		1	4
8. Miscellaneous Group	118		6	57
9. Food Service	<u>4</u>		<u>8</u>	<u>8</u>
Total	261		72	188

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

4.

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

	<u>This Year</u> <u>QTR. II</u>	<u>Last Year</u> <u>QTR. II</u>
a) Commercial Airfare	\$ 443,648.76	\$ 401,670.17
b) Personal Auto Mileage	79,193.85	76,441.46
c) Automobile Rental	47,185.31	32,953.74
d) Per diem - In-State	166,761.30	157,879.67
e) Meals and Lodging - Out-of-State	152,579.85	149,463.34
f) All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	602,703.01	455,103.43
Totals	<u>\$ 1,492,072.08</u>	<u>\$ 1,273,511.81</u>

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

<u>Purpose</u>	<u>Percent of Total Travel Cost</u>			
	<u>In-State</u>	<u>Out-of- State</u>	<u>Out-of- Country</u>	<u>Total</u>
a) To present an original research paper	1.13	4.88	1.31	7.32
b) Required for research project	1.69	1.14	.95	3.78
c) Attendance at profes- sional meeting, workshop, conference, seminar, etc.	25.24	36.60	1.89	63.73
d) To perform official business and duties	13.92	8.02	.44	22.38
e) Multi-purpose meeting/ paper	.30	1.68	.81	2.79
Totals	<u>42.28</u>	<u>52.32</u>	<u>5.40</u>	<u>100.00</u>

III. Cities traveled to and number of trips (3141) for the purposes shown in Section II.

- a) In-State : Amarillo (117), Austin (292), Corpus Christi (24), Dallas/Fort Worth (459), El Paso (75), Houston (182), Midland/Odessa (61), San Antonio (133), West Texas area (331), Others (360).
- b) Out-of-State : Albuquerque (121), Chicago (47), Los Angeles (84), New Orleans (54), New York (25), San Francisco (45), Washington, D.C. (88), Others (593).
- c) Out-of-Country : Toronto, Canada (4); Alberta, Canada (2); Monterrey, Mexico (2); Manchester, England (2); Paris, France (1); Lima, Peru (8); Winnipeg, Canada (2); Richmond, BC (1); Frankfurt, Germany (1); London, England (5); Bermuda (1); Exter, U.K. (1); Ontario, Canada (4); Oxford, England (2); Jerusalem, Israel (1); Bordeaux, France (1); Leuven, Belgium (1); Osaka, Japan (1); Belle, France (1); Chihuahua, Mexico (2); Helsinki, Finland (2); Vienna, Austria (1); Maritin Berchhofel, W. Germany (1); Quito, Equador (1); Haifa, Israel (1); Newfoundland, England (1).

TEXAS TECH UNIVERSITY

Budget Adjustments of \$100,000 or More for
Supplemental Awards or Renewals of Research
and Other Sponsored Projects

5.

February 1, 1983 through March 31, 1983

<u>Project Activity</u>	<u>Amount</u>	<u>Source of Funds</u>
Crosbyton Solar Power Project	\$160,000	Department of Energy Contract
TOTAL	<u>\$160,000</u>	

Lee Lewis General Contractor, Inc., - Jones Stadium Athletic Office

6. a. The following Agreement with Lee Lewis General Contractor, Inc., in the amount of \$673,683 for addition to the Jones Stadium athletic offices, locker room and basement is entered for informational purposes. Execution of this agreement was authorized in the Minutes of the January 14, 1983, meeting, Item M93.

Contract No. 430
Account #62-A606-200000

AGREEMENT

THIS AGREEMENT, made this 10th day of March, in the year Nineteen Hundred Eighty Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President and Chief Executive Officer, and Lee Lewis General Contractor, Inc., Lubbock, Lubbock County, Texas.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the 1983 Jones Stadium Athletic Office/Locker Room Basement Addition.

ARTICLE 3

ARCHITECT

Joe D. McKay, A.I.A.
4808 Louisville
Lubbock, Texas 79413

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed on or before August 1, 1983.

The Contractor further agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

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

Six Hundred Seventy Three Thousand Six Hundred Eighty Three Dollars
(\$673,683)

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect 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.

ARTICLE 7

FINAL PAYMENT

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

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

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

	No. of Pages
Table of Contents	3
Notice to Bidders	1
Information to Bidders	3
Proposal	2
Bid Bond	2
Agreement	4
Performance Bond	2
Payment Bond	2
Power of Attorney	1
Equal Opportunity Clause	3
Exemption Certificate	1
General Conditions	27
Supplementary Conditions	18

Specifications: Divisions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 N/A, 12
N/A, 13, 14 N/A, 15 and 16.

Drawings dated: 1/31/83
Site Work SP-1
Structural S-1 and S-2
Architectural A-1 through A-6
Site Utilities MP-1
Mechanical M-1 through M-4
Plumbing P-1 through P-3
Electrical E-1 through E-4

Addendum No. 1 dated February 16, 1983

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

Included in the total contract sum is \$390,000 which represents the cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 10

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER
TEXAS TECH UNIVERSITY

CONTRACTOR
LEE LEWIS GENERAL CONTRACTOR, INC.

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

By: /s/ Lee Lewis
Lee Lewis

Hussey Manufacturing Co., Inc., - Coliseum Floor Risers and Seating

6. b. The following Agreement with Hussey Manufacturing Co., Inc., in the amount of \$197,726 for installation of floor risers and seating in the coliseum is entered for informational purposes. Execution of this agreement was authorized in the Minutes of the January 14, 1983, meeting, Item M90.

Contract No. 427
Account #62-A611-200000

AGREEMENT

THIS AGREEMENT, made this 7th day of February, in the year Nineteen Hundred Eighty Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President and Chief Executive Officer, and Hussey Manufacturing Co., Inc., North Berwick, York County, Maine.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Coliseum-Floor Risers and Seating.

ARTICLE 3

ARCHITECT

Joe D. McKay, Architect
4808 Louisville
Lubbock, Texas 79413

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed on or before August 15, 1983.

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

ARTICLE 5

CONTRACT SUM

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

One Hundred Ninety-Seven Thousand Seven Hundred Twenty-Six Dollars
(\$197,726)

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect 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.

ARTICLE 7

FINAL PAYMENT

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

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

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

	No. of Pages
Proposal	2
General Conditions	2
Special Conditions	5

Specifications Divisions Parts 1, 2, and 3.

Drawings dated: 12/14/82, Sheet No. 1
Addendum No. 1

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

Included in the total contract sum is \$161,535 which represents the cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 10

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER
TEXAS TECH UNIVERSITY

CONTRACTOR
HUSSEY MANUFACTURING CO., INC.

/s/ Lauro F. Cavazos
Lauro F. Cavazos, President
and Chief Executive Officer

By: /s/ Peter A. Hussey
Peter A. Hussey
Executive Vice President &
General Manager

American Desk Manufacturing Company - Lab Equipment, New Petroleum Engineering Building

6. c. The following Agreement in the amount of \$129,898 with American Desk Manufacturing Company for Laboratory Equipment for the New Petroleum Engineering Building is entered for informational purposes. Authority to receive bids on the addition to the Petroleum Engineering Building was approved in the Minutes of March 27, 1981, Item M142, and the appointment of the firm, Billingsley and Stracener, Architects and Engineers, was approved in the Minutes of August 21, 1981, Item M205.

Contract No. 432
Account #62-A303-200000

AGREEMENT

THIS AGREEMENT, made this 14th day of March, in the year Nineteen Hundred Eight Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Dr. Lauro F. Cavazos, President, and American Desk Manufacturing Company - Taylor Division, Williamson County, Taylor, Texas.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Laboratory Equipment for New Petroleum Engineering Building.

ARTICLE 3

Architect

Billingsley & Stracener
Architects and Engineers
Box 6647
Lubbock, Texas

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed on or before July 31, 1983.

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

ARTICLE 5

CONTRACT SUM

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

One Hundred Twenty Nine Thousand Nine Hundred Eighty Nine Dollars and no cents
(\$129,989)

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect 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.

ARTICLE 7

FINAL PAYMENT

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

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

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

	No. of Pages
Specifications (Dated 2-15-83)	
Division 0 - Bidding and Contract Documents	63
Division 1 - General Requirements	9
Division 11 - Equipment	10
Plans (Dated 2-15-83)	
Sheets 1 - 4	4
Addendum 1 (Dated 3-4-83)	1
Amendment	
Billingsley & Stracener Letter (dated 3-11-83)	1

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

Included in the total contract sum is \$105,334 which represents the cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 10

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER
TEXAS TECH UNIVERSITY

CONTRACTOR
AMERICAN DESK MANUFACTURING
COMPANY

/s/ E. E. Payne for
Dr. Lauro F. Cavazos, President

By: /s/ Stephen C. Martin
Stephen C. Martin
Plant Manager

TEXAS TECH UNIVERSITY
Office of Development
March 1983
Gifts and Grants

7. a.

<u>TEXAS TECH UNIVERSITY:</u>	<u>MARCH 1983</u>	<u>YTD FY '83</u>
1. Student Aid	\$ 72,100.93	\$ 893,279.06
2. Research	\$ 2,000.00	\$ 125,283.75
3. Cost-of-Education	\$ 25,188.23	\$ 191,967.74
4. The Museum	\$ 1,350.00	\$ 52,669.64
5. Conferences, Institutes, Clinics, etc.	\$ 0.00	\$ 232.00
6. University Unrestricted Endowments	\$ 0.00	\$ 0.00
7. Faculty and Staff Development	\$ 0.00	\$ 56,593.83
8. Buildings and Equipment	\$ 600.00	\$ 141,968.28
9. Miscellaneous Designated:		
a. Friends of the Library	\$ 0.00	\$ 245.00
b. Student Foundation	\$ 4,311.49	\$ 4,603.49
c. KTXT Educational TV	\$ 11,730.00	\$ 25,907.50
d. Ex-Students Association	\$ 290.00	\$ 390.00
e. Southwest Collection	\$ 30.00	\$ 6,542.08
10. Books and Publications	\$ 0.00	\$ 100.00
11. Undesignated	\$ 0.00	\$ 24.00
12. Land	\$ 0.00	\$ 0.00
13. Departmental Programs	\$ 8,500.00	\$ 39,561.25
14. Ranching Heritage Center	\$ 10,062.89	\$ 42,705.85
15. Gifts-in-Kind, Texas Tech University	\$ 78,957.60	\$ 86,281.95
16. Matching Gift Program	\$ 1,315.50	\$ 3,156.00
TOTAL	\$ 216,436.64	\$1,671,511.42

TEXAS TECH UNIVERSITY FOUNDATION
Office of Development
March 1983
Gifts and Grants

7. b.

<u>TEXAS TECH UNIVERSITY FOUNDATION</u>	<u>MARCH 1983</u>	<u>YTD FY '83</u>
1. Student Aid	\$ 44,610.55	\$ 247,941.65
2. Fund for Excellence	\$ 32,645.64	\$ 190,359.23
3. Fund for Institutional Planning & Dev.	\$ 9,730.00	\$ 77,820.29
4. Foundation Unrestricted Endowments	\$ 0.00	\$ 5,490.50
5. Stadium Seat Options	\$ 2,085.00	\$ 21,318.00
6. Buildings and Equipment	\$ 0.00	\$ 11,000.00
7. Faculty and Staff	\$ 21,520.00	\$ 21,545.00
8. Academic Programs	\$ 100.00	\$ 228,355.70
9. Miscellaneous Designated:		
a. Friends of the Library	\$ 1,000.00	\$ 1,000.00
b. Student Foundation	\$ 0.00	\$ 0.00
c. KTXT Educational TV	\$ 0.00	\$ 150.00
d. Ex-Students Association	\$ 0.00	\$ 0.00
e. Southwest Collection	\$ 500.00	\$ 500.00
10. Gifts-in-Kind, TTU Foundation	\$ 0.00	\$ 65,000.00
11. Matching Gift Program	\$ 700.00	\$ 1,200.00
12. Rents, Royalties, Interest & Dividends	\$ 51,417.05	\$ 119,200.29
TOTAL	\$ 164,308.24	\$ 990,880.66
<u>RED RAIDER CLUB-ATHLETIC SCHOLARSHIPS</u>	\$ 37,639.86	\$ 511,100.44

8. Commencement Program - May 13, 1983