

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

MINUTES OF  
BOARD OF REGENTS MEETING  
August 5, 1983

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

Minutes

Board of Regents  
August 5, 1983

M182. The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center met in regular session at 8:45 a.m. on Friday, August 5, 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. Jerry Ford, Mr. Rex Fuller, Dr. Nathan C. Galloway, Mr. Larry D. Johnson, and Mr. Wesley W. Masters. University officials and staff present were: Dr. Lauro F. Cavazos, President; Dr. John R. Darling, Vice President, Dr. C. Len Ainsworth, Associate Vice President, Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Eugene E. Payne, Vice President, Mrs. Marsha Barnes, Assistant Vice President, Office of Vice President for Finance and Administration; Dr. Marilyn Phelan, General Counsel; Dr. John R. Bradford, Vice President for Development; Dr. Sam Richards, Vice President, Health Sciences Center; Mr. Bill J. Parsley, Director, 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; Mr. Fred J. Wehmeyer, Associate Vice President for Physical Plant and Support Services; Mr. Clyde H. Westbrook, Assistant Vice President for Budgeting and Financial Services; Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Dr. J. Ted Hartman, Dean, School of Medicine; Dr. Robert A. Cornesky, Dean, School of Allied Health; Ms. Peggy Nodurft, Director, News and Publications, Health Sciences Center; Dr. Larry B. Masten, Interim Associate Dean of Engineering; and Dr. Daniel Nathan, Chairman of Department of Philosophy.

Others present were: Mr. David Walton, University Daily; Mr. Robin Fred, Lubbock Avalanche-Journal; Mr. Jim Glasscock and Mr. Eric Summers, KLBK; and Ms. Veronica Young, KCBD.

M183. Chairman Pevehouse called the meeting to order, and asked Dr. Eugene Payne to give the invocation. The Chairman then read the following statement: "The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center now having been duly convened in open session, and Statutory notice of these meetings of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce Executive Sessions of the Board to be held in compliance with Article 6252-17, Texas Civil Statutes, and these Executive sessions are specifically authorized by Section 2 - Paragraphs E, F, and G, of the Statute." The Board reconvened in open session at 10:00 a.m. with the meeting for Texas Tech University Health Sciences Center recessed until the conclusion of the present session.

M184. Chairman Pevehouse called Mr. Parsley to the front of the room, and asked Mr. Bucy to read the attached Resolution to honor him upon his retirement set for August 31; Attachment No. M1.

M185. Upon motion made by Mr. Fuller, seconded by Mrs. Sowell, the Minutes of the meeting of May 13, 1983, were approved.

M186. Mrs. Sowell reported for the Academic and Student Affairs Committee. The following five items (M187 through M191) constitute action taken upon committee recommendation.

M187. Upon motion made by Mrs. Sowell, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents confers emeritus status upon the individuals whose names appear on the attached; Attachment No. M2.

M188. Upon motion made by Mrs. Sowell, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves appointment to the faculty positions with tenure to Dr. William M. Marcy, Associate Professor of Industrial Engineering, and Dr. Robert E. Carlile, Professor of Petroleum Engineering.

M189. Upon motion made by Mrs. Sowell, seconded by Mr. Bucy, the following was approved: RESOLVED, that the Board of Regents approves the regulations pertaining to academic status of undergraduate students as attached; BE IT FURTHER RESOLVED, that these standards become effective with the fall semester, 1984; Attachment No. M3.

M190. Upon motion made by Mrs. Sowell, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents approves the proposed degree program leading to the Master of Arts with a major in Philosophy, Attachment No. M4.

M191. Upon motion made by Mrs. Sowell, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies administrative action as follows: Leaves of Absence, Attachment No. M5, and Centers and Institutes, Attachment No. M6.

M192. Mr. Birdwell reported for the Finance Committee. The following seventeen items (M193 through M209) constitute action taken upon committee recommendation.

M193. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves budget adjustments for the period April 1, 1983, to June 30, 1983, as attached; Attachment No. M7.

M194. 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 the FY 1984 Budget for Texas Tech University and Texas Tech University Museum as attached; Attachment No. M8. A slide presentation of budget formulation was made prior to the motion.

M195. Upon motion made by Mr. Birdwell, seconded by Mr. Masters, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves a revised policy on budget rules and procedures as attached; Attachment No. M9.

M196. 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 award a contract for concession vending services to B&M Vending Company for the period September 1, 1983, to August 31, 1985, and authorizes the president to sign the contract.

M197. 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 an amendment of the total amount of Interagency Cooperation Contract IAC (82-83)-0006 to \$10,000,000 and authorizes the President to sign the amendment; Attachment No. M10.

M198. 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 an Interagency Cooperation Contract between Texas Tech University and Texas Tech University Health Sciences Center in an amount not to exceed \$13,000,000, and authorizes the President to sign the contract; Attachment No. M11.

M199. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the Administration to make plans for the sale of the remaining \$1.5 million in authorized Texas Tech University General Tuition Revenue bonds by dealer-bid method in early 1984, and further authorizes the Administration to select a Fiscal Agent and a Bond Attorney to assist in the sale of such revenue bonds.

M200. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the revision to current Board policy No. 04.12 regarding mineral leases as recommended in the attached document; Attachment No. M12.

M201. 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 assessment and collection of the fees shown on the attached list from students and prospective students of Texas Tech University, effective with the 1983 fall semester; Attachment No. M13.

M202. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the plan entitled "Texas Equal Educational Opportunity Plan for Higher Education" dated June 15, 1981, as amended through May 16, 1983, as it relates to the University.

M203. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to extend the concession contract with ABC Vending for coin operated game and video concessions in the residence halls from September 1, 1983, through February 29, 1984, and authorizes the President to sign the contract.

M204. Upon motion made by Mr. Birdwell, seconded by Mr. Masters, the following was unanimously approved: RESOLVED, that the Board of Regents does hereby amend its policy on the Use of University Space and Facilities, Policy 01-02-21.081, by adding paragraph #6 as attached hereto; Attachment No. M14.

M205. Upon motion made by Mr. Birdwell, seconded by Mrs. Sowell, the following was approved: RESOLVED, that the Board of Regents authorizes the Chairman of the Board to execute an amendment to the sewage effluent contract with the City of Lubbock, Texas, by extending the term of the contract for an additional ten-year period.

M206. Upon motion made by Mr. Birdwell, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies the designation of the Livestock Judging Pavilion as a historical landmark in the State of Texas, County of Lubbock, located on the Texas Tech University campus, and authorizes the placement of a historical marker upon the structure.

M207. Upon motion made by Mr. Birdwell, seconded by Mr. Johnson, the following was approved: RESOLVED, that the attached Holiday Schedule for Texas Tech University is approved for the 1983-84 fiscal year; Attachment No. M15.

M208. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the Statement of General Policy, as attached, to govern the granting of tuition scholarships in fiscal year 1984 as authorized by House Bill No. 656, Article III, Section 14, 67th Legislature, Regular Session, 1981; Attachment No. M16.

M209. Upon motion made by Mr. Ford, seconded by Mrs. Sowell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies administrative actions as follow: Approval and payment of all accounts, Attachment No. M17; Approval of official travel reimbursements, Attachment No. M18; Signature Authority on the Revolving Fund, Attachment No. M19; Signature Authority on University's Cashier's Account, Attachment No. M20; Signature Authority on University's Financial Aids Cashier's Account, Attachment No. M21; Authorization of Wire and Other Transfers, Attachment No. M22; Commissioning of Peace Officers, Attachment No. M23.

M210. Dr. Galloway reported for the Campus and Building Committee. The following eight items (M211 through M218) constitute action taken upon committee recommendation.

M211. Upon motion made by Dr. Galloway, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University establishes the project budget at \$158,000 and authorization is given to receive bids for the renovation of the heating, ventilation and air conditioning system in the Housing Office.

M212. 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 schematic design and authorization is given to proceed with contract documents and the receipt of bids for the Livestock Arena reconstruction.

M213. 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 schematic design and authorization is given to proceed with contract documents and the receipt of bids for the remodeling and completion of the Art Building sub-basement.

M214. 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 schematic design and authorization is given to proceed with contract documents and the receipt of bids for the Lab Theater addition to the University Theater.

M215. Upon motion made by Dr. Galloway, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the schematic design and authorization is given to proceed with contract documents and the receipt of bids for the renovation of the Industrial Engineering Building.

M216. Upon motion made by Dr. Galloway, seconded by Mr. Masters, the following was approved: RESOLVED, the total project budget is established at \$2,200,000 and the bid of Anthony Mechanical, Inc., in the amount of \$1,995,800 is accepted for the expansion of the cooling capacity of Central Heating and Cooling Plant #2. FURTHER RESOLVED, that the President is authorized to duly execute a contract.

M217. Upon motion made by Dr. Galloway, seconded by Mrs. Sowell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to proceed with planning and the project budget is established at \$200,000 to construct six tennis courts for Men's Intercollegiate Athletics.

M218. Upon motion made by Dr. Galloway, seconded by Mrs. Sowell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies administrative actions as follow: (1) To record May 2, 1983, as the completion date for the modifications of heating, ventilation and air conditioning systems in the Business Administration Building (2) To record May 2, 1983, as the completion date for the modifications of heating, ventilation and air conditioning systems in the Library Building (3) To record May 27, 1983, as the completion date for the relocation of the metal buildings housing Range and Wildlife Management, Agronomy and Horticulture.

M219. Mr. Johnson reported for the Development Committee. Upon motion made by Mr. Johnson, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University appoints the persons listed as Directors of the Texas Tech University Foundation; Attachment No. M24.

M220. Dr. Galloway reported for the Nominating Committee. He stated that the Nominating Committee had met, and recommended the election of Mr. Pevehouse as Chairman and Mrs. Sowell as Vice Chairman for the coming year. The two were unanimously elected.

M221. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

Attachments (August 5, 1983)

- M 1. Resolution Honoring Bill J. Parsley; Item M184.
- M 2. Faculty Granted Emeritus Status; Item M187.
- M 3. Regulations Pertaining to Academic Status of Undergraduate Students; Item M189.
- M 4. Proposal for Master of Arts in Philosophy; Item M190.
- M 5. Leaves of Absence; Item M191.
- M 6. Centers and Institutes, Item M191.
- M 7. Budget Adjustments for April 1, 1983 to June 30, 1983; Item M193.
- M 8. Operating Budget Summary for FY 1984; M194.
- M 9. Revised Policy on Budget Rules and Procedures; Item M195.
- M10. Amendment of Total Amount of Interagency Cooperation Contract (82-83)-0006 with Texas Tech University Health Sciences Center; Item M197.
- M11. Interagency Cooperation Contract with Texas Tech University Health Sciences Center; M198.
- M12. Revision to Policy regarding Mineral Leases; Item M200.
- M13. Approved Student Fees; Item M201.
- M14. Amended Policy on Use of University Space and Facilities; Item M204.
- M15. 1983-84 Holiday Schedule; Item M207.
- M16. General Policy Governing Granting of Tuition Scholarships; Item M208.
- M17. Approval and Payment of Accounts; Item M209.
- M18. Approval of Official Travel Reimbursements; Item M209.
- M19. Signature Authority on Revolving Fund; Item M209.
- M20. Signature Authority on University's Cashier's Account; Item M209.
- M21. Signature Authority on University's Financial Aids Cashier's Account; Item M209.
- M22. Authorization of Wire and Other Transfers; Item M209.
- M23. Commissioning of Peace Officers; Item M209.
- M24. Approved Directors of Texas Tech University Foundation; Item M219.

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 August 5, 1983.

(Mrs.) Freda Pierce, Secretary

SEAL

August 5, 1983

RESOLUTION

Bill J. Parsley

WHEREAS, Bill J. Parsley, Director of Public Affairs, Texas Tech University, has distinguished himself and earned the respect and admiration of those about him as a lawyer, statesman, patriot, educator, and faithful public servant, and good citizen; and

WHEREAS, he has devoted 17 years of his life to the service of Texas Tech University, a period that has been characterized by the highest standards of professional performance and conduct; and

WHEREAS, his accomplishments and actions in the public interest should be recalled and made a matter of record; and

WHEREAS, he met his patriotic responsibilities by serving in the United States Navy from August 1952-54, was commended by the Secretary of the Navy, rose to the present grade of Lieutenant Commander, U.S. Naval Reserve, and was honorably discharged; and

WHEREAS, Bill J. Parsley attended Texas Tech University where he excelled academically and in extra-curricular activities where his leadership qualities were evident by membership on the Student Council of Texas Tech University and as Vice President of the Senior Class; and

WHEREAS, he graduated from Texas Tech University with a Bachelor of Arts, with a major in Government in 1952, and continued his formal education to graduate with a Doctor of Jurisprudence degree at the University of Texas in 1956; and

WHEREAS, Bill J. Parsley has achieved respect and status from his colleagues in the legal profession through law experience as a practicing attorney, Assistant County Attorney, President of Phi Alpha Delta Legal Fraternity, Member of Lubbock County and American Bar Associations and member of the State Bar of Texas; and

WHEREAS, he attained notable distinction and esteem of the public for his many contributions as an elected State Representative of Lubbock County, Texas, from 1962-65 when he served as Chairman of the Rules Committee, Vice Chairman of the House General Investigating Committee, Vice Chairman of Congressional and Legislative Districts Committee, and Member of State Affairs and Oil, Gas and Mining Committees; and

WHEREAS, Bill J. Parsley has clearly demonstrated his constant concern for, and interest in, the community and his fellow citizens by working for causes such as the Navy League, Community Planning Council, The United Fund, Chamber of Commerce, and West Texas Chamber of Commerce, and

WHEREAS, Bill J. Parsley has filled a variety of positions at Texas Tech University, including Lecturer in Mass Communications January 1972-May 1972; Vice President for Development, January 1966-December 1969; Vice President for Public Affairs, January 1970-June 30, 1976; and Director of Public Affairs, July 1, 1976 to the present; and

WHEREAS, as the University's spokesman in public affairs he was highly successful and directly responsible for obtaining year after year strong support for the institution from the Legislature, other government officials, and fellow Texans; and

WHEREAS, Bill J. Parsley will conclude a noteworthy career in higher education, and particularly in behalf of Texas Tech University, when he retires on August 31, 1983,

NOW THEREFORE BE IT RESOLVED that the Board of Regents of Texas Tech University pauses in its deliberations to recognize and pay tribute to Bill J. Parsley for his outstanding performance and unbounded devotion to this institution from January 1966 to August 1983.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and a copy be delivered to Bill J. Parsley.

TEXAS TECH UNIVERSITY  
August 5, 1983

By \_\_\_\_\_  
Chairman, Board of Regents

Faculty Granted Emeritus Status

Anderson, Robert H.	Professor and Dean of Education
Caskey, Owen L.	Professor of Education
Dale, Charles E.	Professor of Business Administration
Graves, Lawrence L.	Professor of History and Dean of Arts and Sciences
Morrison, Sibyl A.	Associate Director of the Library
Parsley, Bill J.	Vice President for Public Affairs
Schettler, Theodore W.	Associate Professor of Music
Stephens, Francis B.	Professor of Art
Tompkins, Virginia L.	Associate Professor of Home Economics Education
Wright, Ruth Cowart	Associate Professor of Political Science

## ACADEMIC STATUS

There are four categories pertaining to academic status for undergraduates. Students may continue enrollment according to regulations described below.

Good Standing. Students who maintain cumulative and current semester grade-point averages (GPAs) of 2.0 or above are considered to be in good academic standing at Texas Tech. In addition, some academic programs have requirements over and above the cumulative GPA of 2.0 that must be met to remain in good standing within those specific programs.

Academic Warning. Students whose cumulative GPA at Texas Tech falls below 2.0 will enter the subsequent semester of enrollment under a status of "Academic Warning" and will remain there until the cumulative GPA is brought up to 2.0 or above. In such status students must seek regularly scheduled advice and counsel from their academic advisor or dean. Academic Warning is designed to alert students that they will not meet their graduation requirements as noted below if their cumulative GPA remains below 2.0. Entering freshmen who begin in the summer will not be subject to Academic Warning until after their first regular (fall or spring) semester.

Scholastic Probation. Students under Academic Warning (or who have previously been in such a status) whose current semester GPA (not including summer terms) falls below 2.0 will enter the subsequent semester on "Scholastic Probation." Such students may not enroll for more than 15 hours without prior approval of their academic dean. In addition, these students must continue to seek regularly scheduled advice and counsel from their academic advisor or dean. Students on Scholastic Probation whose current semester (not including summer terms) GPA is 2.0 or above will be taken off probation.

Scholastic Suspension. Students on Scholastic Probation whose current semester (not including summer terms) and cumulative GPAs fall below 2.0 will be suspended for the next regular semester or full summer.

Students on Scholastic Suspension may seek reinstatement after a minimum of one semester (two summer terms count as one semester). Students who have received more than one suspension may seek reinstatement after two semesters. Reinstatement granted after suspension will be probationary. Students who apply for readmission following suspension will be required to undergo such testing and counseling as the academic dean considers necessary. Applications for readmission should be received in the Office of Admissions at least 60 days before the beginning of the anticipated term of enrollment.

Graduation Requirements. Graduation requirements include a minimum cumulative GPA of 2.0 for all courses, including repeated courses, attempted in the degree program in which students seek graduation.

## TEXAS TECH UNIVERSITY

### I. DESCRIPTION OF PROPOSED PROGRAM

(1) What is the title and nature of the proposed degree program?

**TITLE:** Master of Arts in Philosophy

The purpose of the proposed degree program is to make graduate study in philosophy available to a wide range of students through an innovative, flexible and rigorous program. The program is innovative in its unusual emphasis on work in complementary minor fields. Each student must do some significant coursework in an approved minor field. Requiring such coursework is particularly appropriate, first of all, in view of the interdisciplinary nature of philosophy itself and, secondly, because of the increased recognition of the practical value of philosophical skills in a variety of vocational pursuits. The courses in the minor area can in turn help demonstrate to prospective employers some of the natural and basic connections that philosophy bears to work in the sciences, arts, and business.

There is a sufficiently broad range of course offerings in the proposed program to allow a student the flexibility to orient his/her particular program toward a traditional focus on either value theory, logic and the philosophy of science, or the history of philosophy. Any of these three is then to be combined with an appropriately complementary minor area. This new master's program will thus capture the strengths of traditional graduate work in philosophy while, at the same time, accounting for the changing occupational roles and interests of philosophers. Furthermore, the emphasis on a minor or cognate area should attract students from more diverse backgrounds, and we would seek to attract such students in addition to those with standard undergraduate majors in philosophy.

Finally, the overall scholarly standards of the Philosophy faculty will ensure a high level of rigor in the program. The current faculty and resources of the Department of Philosophy already have sufficient reputation to attract a number of inquiries each year from prospective graduate students across the country. The proposed program could serve the needs of those students, as well as serve students from the immediate region looking for the intellectual opportunities that advanced work in philosophy can provide.

(2) List the course offerings to comprise the program. Which of these courses will be new ones?

PHIL 5301	Studies in Greek Philosophy	
PHIL 5302	Studies in Modern Philosophy (1600 - 1800)	(Title change)
PHIL 5305	Studies in American Philosophy	
PHIL 5308	Basic Issues in Contemporary Philosophy	
PHIL 5311	Issues in Logic and Epistemology	(New course)
PHIL 5320	Seminar in Ethics	(New course)
PHIL 5321	Social and Legal Philosophy	(New course)
PHIL 5323	History of Aesthetics	
PHIL 5324	Contemporary Aesthetics	
PHIL 5330	Philosophy of Science	

PHIL 5331	Philosophical Psychology	
PHIL 5340	Seminar in Metaphysics	(New course)
PHIL 6000	Master's Thesis	(New course)
PHIL 7000	Research	(New course)

(3) Outline a semester-by-semester curriculum for the proposed program, if applicable.

The three programs of study listed below are merely illustrative. They exemplify both a thesis and a non-thesis option, as well as several different minor field program orientations.

A. THESIS OPTION: (Literature, Art, Music, etc., as a minor field)

First Semester:

Basic Issues in Contemporary Philosophy (PHIL 5308)	3
History of Aesthetics (PHIL 5309)	3
Seminar in Metaphysics (PHIL 5340)	3
--Course from minor field--	3
	<u>12 hours</u>

Second Semester:

Studies in American Philosophy (PHIL 5305)	3
Contemporary Aesthetics (PHIL 5310)	3
Issues in Logic and Epistemology (PHIL 5311)	3
--Course from minor field--	3
	<u>12 hours</u>

First Summer Semester:

Seminar in Ethics (PHIL 5320)	3
--Course from minor field--	3
	<u>6 hours</u>

Second Summer Semester:

Master's Thesis (PHIL 6000)	6
	<u>6 hours</u>

TOTAL: 36 hours

B. NON-THESIS OPTION (Business, Health Sciences, Social Sciences, etc. as the minor field)

First Semester:

Basic Issues in Contemporary Philosophy (PHIL 5308)	3
Seminar in Ethics (PHIL 5320)	3
Philosophy of Science (PHIL 5330)	3
--Course in minor field--	3
	<u>12 hours</u>

Second Semester:

Studies in American Philosophy (PHIL 5305)	3
Issues in Logic and Epistemology (PHIL 5311)	3
Social and Legal Philosophy (PHIL 5321)	3
--Course in minor field--	3
	<u>12 hours</u>

Third Semester:

Studies in Modern Philosophy (PHIL 5302)	3
Philosophical Psychology (PHIL 5331)	3
--Course in minor field--	3
--Course in minor field--	3
	<u>12 hours</u>

TOTAL: 36 hours

C. NON-THESIS OPTION (Science, Computers, etc. as the minor field)

First Semester:

Basic Issues in Contemporary Philosophy (PHIL 5308)	3
Studies in Modern Philosophy (PHIL 5302)	3
Philosophy of Science (PHIL 5330)	3
--Course in minor field--	3
	<hr/> 12 hours

Second Semester:

Studies in American Philosophy (PHIL 5305)	3
Issues in Logic and Epistemology (PHIL 5311)	3
Social and Legal Philosophy (PHIL 5321)	3
--Course in minor field--	3
	<hr/> 12 hours

Third Semester:

Philosophical Psychology (PHIL 5331)	3
Seminar in Metaphysics (PHIL 5340)	3
--Course in minor field--	3
--Course in minor field--	3
	<hr/> 12 hours

TOTAL: 36 hours

- (4) What special requirements are included in the degree plan? If a graduate degree is contemplated, is a thesis or dissertation required? If not, what will be substituted? Describe any innovative changes in degree requirements.

Those enrolled in this program will be required to do somewhat more than meet the general degree requirements for the Master of Arts degree as stated in the graduate catalog. A student will be required to take a total of 36 hours, made up of 24 - 30 hours in philosophy and 6 - 12 hours in an approved minor area. A thesis is not required although it may be used to fulfill the final six hours of the major program.

- (5) Is the proposed program entirely new to the institution? Is it an extension of a minor field? If so, give the number of students minoring in the program during the last three years.

A Master of Arts degree with a major in *Philosophy and Sociology* was offered by the College of Liberal Arts from 1927 to 1934. Two such degrees were awarded: one in 1929 and the other in 1933. The program was discontinued in 1934. At present, graduate students are allowed to minor in philosophy at both the Master's and Ph.D. level. Five students are currently minoring in philosophy at the Master's and Ph.D. level. Two more had done so in the preceding three years.

- (6) How many similar programs are offered elsewhere in Texas, and where? What is the nearest institution offering a similar program?

While none of these programs share quite the virtues of the proposed program, there are six other Texas institutions offering a master's degree in philosophy:

Baylor University (Waco)  
Rice University (Houston)  
The University of Dallas (Dallas)  
The University of Houston (Houston)  
The University of Saint Thomas (Houston)  
The University of Texas (Austin)

The nearest institutions are The University of Dallas and The University of Texas in Austin; each is more than 350 miles away.

- (7) Describe current manpower needs for graduates of the program. Also, describe how the proposed program strengthens the total academic program of the institution.

A. CURRENT MANPOWER NEEDS FOR GRADUATES OF THE PROGRAM

In past decades--up through the 1960's--a philosophy master's program was generally conceived as being strictly a preparation for the doctoral program, which was usually undertaken with the aim of obtaining a teaching position in higher education. This coincided with a highly favorable situation in which nearly every Ph.D. in philosophy actually received such a position if they were seeking one. From about 1970 on, however, an important change in the employment market occurred for those with higher degrees in philosophy, as for those in many other fields. On the one hand, owing to the slow-up or end of growth in academic enrollment across the nation generally, the job market in academia for Ph.D.'s in philosophy became increasingly competitive. On the other hand, as if by compensation, new types of job prospects for philosophers slowly began to open outside of higher education. In these areas, however, the most attractive degree is not the Ph.D.--which is often regarded as an over-specialization--but rather the M.A.

It could well be argued that this new shift in vocational opportunities has been a very healthy development, indicating as it does that the practical import and value of a rigorous training in both traditional and modern techniques of analysis, criticism, and imaginative construction unique to professional philosophy is finally becoming generally recognized. In any case, the relevant fact here is that a master's degree in philosophy is becoming increasingly valuable, and therefore that the development of a master's program designed to meet these new needs is becoming increasingly imperative. Some of the areas in which the philosophy M.A. is now increasingly seen to be of special value are discussed in what follows:

1. BUSINESS. Data being collected by the business sector suggests that advanced work in philosophy may contribute to success in the business world. For example, American Telephone and Telegraph Company conducted a twenty-year study of Bell System employees which revealed that *46% of the humanities and social science majors were considered to have potential for middle management, compared to only 31% of the business majors and 26% of the engineers.* (Robert E. Beck, Assistant Vice President - Human Resources, American Telephone and Telegraph Company.)

The complexity of business problems and the interrelationship between business and major public issues requires highly developed analytical and communication skills and a range of knowledge beyond that of a specialist, as indicated by Roger B. Smith, Chairman and Chief Executive Office of General Motors.

*With such a diversity of responsibilities, activities and interests, we naturally place a high priority on education training in the liberal arts among our employees. For a person to rise to a position of leadership in General Motors, he or she has to show us much more than a purely business or technical orientation.*

*An accountant, for example, who allows his interests in this world to be narrowly circumscribed by the parameters of his specialty would find it difficult to function as a top executive in a corporation such as ours. Indeed, it would verge on the impossible--as it would for an engineer with*

*similar limitations, or a metallurgist, or a business administration major. The world in which today's business leader must make decisions is too eclectic for the overspecialized specialist. Either he must broaden his range of interests and the scope of his knowledge during his years of formal education, or he must do so in the course of his everyday career.*

A master's degree in philosophy could offer the opportunity for a student to develop the skills and knowledge needed to make the required contribution to the business and to achieve higher levels of management. It might also attract those already in business who feel the need to expand their orientation.

In addition to General Motors, there are many other major companies who have now begun hiring advanced graduates in the humanities. Such companies include Time, Inc., Sony, Xerox, Union Carbide, E. F. Hutton, American Express, Standard Oil of Ohio, General Electric and Mobil Oil. Others have also begun training programs for humanities graduates. (This information is available from the Association of American Colleges, and has also been drawn from the *New York Times* and other publications.)

2. HOSPITAL AND MEDICAL SCHOOL STAFFS. Philosophers are being hired to assist medical staff members in making decisions affecting the life and death of patients. Dr. Carl Eisdorfer, President of Montefiore Hospital and Medical Center said, *We see philosophy's wisdom as stretching people's vision in managing human lives.* (*New York Times*, 19 March 1982.)

3. GOVERNMENT. Philosophers are presently on the staff of a number of national congressmen either through the personal preference of the particular congressmen as is the case with Lee H. Hamilton from Indiana or through the Congressional Fellows program which is privately funded. A number of states, including New Hampshire, Connecticut, Georgia and Washington, have placed humanists in the state legislature through National Endowment for the Humanities grants. Other states have employed philosophers in their departments of corrections and mental health. (See *News Journal*, 18 February 1982; *Washington Post*, 9 May 1982; *New York Times*, 3 June 1982.)

4. PUBLIC SCHOOL TEACHING. There is an emerging nationwide movement to present basic philosophy in the lower grades where it produces marked and measurable improvement in reasoning ability. There are also many high schools offering courses in logic and ethics. These programs have met with such positive acclaim in other parts of the country that several Texas cities have now initiated classes. Their studies indicate a direct correlation between the academic preparation of the teacher and the success of the program. We have met with Dr. E. C. Leslie, Superintendent of the Lubbock Independent School System, and found him to be supportive of our program. He also saw the master's program in philosophy as an acceptable option for those who are in other teaching fields at the elementary and high school levels.

5. COMPUTERS. Another vocational area that is open to persons trained in philosophy, and particularly in logic, is computing. A small amount of retraining would be required to introduce a typical philosophy student into the field. However, the competence in logical reasoning given by an education in philosophy provides one with the basic logical skills that are essential for programming. Notices of job opportunities in computer fields are often given at the regular national conventions of professional philosophers. The most recent *Jobs for Philosophers*, a semi-annual publication of the American Philosophical Association, for example, lists an advertisement by INTELLIMAC, Inc. specifically seeking advanced graduates in philosophy to join the number already on their staff. A minor emphasizing computer work would make the philosophy student that much more desirable to such firms.

## 6. PERSONAL ENRICHMENT REGARDLESS OF VOCATIONAL PURSUITS.

Philosophy is a field of inquiry which always has and always will attract a certain number of persons for other than vocational reasons. Many individuals choose to continue their philosophy studies past the undergraduate level not only because they happen to find it intrinsically interesting and stimulating but, perhaps more importantly, because of a deeply felt personal need to come to a better understanding of the nature of human life in its relation to the course of history and to the universe generally. The rapidity of profound changes in the practices, attitudes, and institutional structures of contemporary society leaves a significant number of our mature citizens of all ages somewhat bewildered--and sometimes dangerously frustrated--by the difficulty in understanding how these continuing changes in human life can be understood in relation to traditional ideas, practices, and values.

While philosophy has no ready-made answers to problems and questions of this sort, advanced study provides a wealth of analytic, critical, and creative techniques for thinking about these things. These techniques have been developed, and are still being developed, in the Western philosophical tradition of addressing these matters in an incisive, self-controlled, and self-critical way. Thus, the graduate program in philosophy would respond to a real community need, and this need must be considered in addition to manpower needs proper.

## B. HOW THE PROPOSED PROGRAM STRENGTHENS THE TOTAL ACADEMIC PROGRAM OF TEXAS TECH UNIVERSITY

Philosophy is widely regarded as among the most basic of academic disciplines. Any university that lacks it is missing a fundamental component of academic life and nationally the top-rated campuses with very few exceptions include a graduate-level philosophy department. Its very absence is damaging to the scholarly reputation of the university. There are several reasons for this.

1. Part of the explanation lies with the basic interdisciplinary nature of philosophy. It attempts to aid persons to find for themselves a cross-disciplinary perspective of knowledge and life that can be logically defended. In this way, a graduate program in philosophy contributes to opening lines of communication among otherwise narrow specialties. This happens because philosophy has a sustained 2500-year-old tradition of success in applying methods of logical reasoning to study of basic human normative and epistemological issues which more specialized disciplines often bypass or do not even propose to take up.

Such issues are indeed the problems that *will not go away*, and can be summarized as those questions that concern the nature of humankind and its place in the cosmos. Thus, an institution that lacks a viable graduate program in philosophy will be one in which these issues will most likely be ignored, or at least considered only from a specialist's limited perspective.

2. Traditionally philosophy departments are a principal source of increased knowledge about the nature of methods of inquiry in general, and of logical methods in particular. Such departments are also principal teachers of such methods and techniques for the wider university through special courses in logic and analysis. But this effect is encouraged through all sorts of philosophy courses, in that an essential part of each course is an attempt to guide students toward developing increased skill levels in communicating through writing and speaking in a generally clear, logical, and objective manner.

3. Graduate students educated in philosophy tend to acquire a particular kind of attitude toward problems. They learn to face difficult and perplexing questions instead of avoiding them, or being frightened of them. In the process, philosophical study develops one's

ability to see the world as another sees it, and to be aware of the grand-scale development of important ideas in mankind's career.

4. Other departments within a university can benefit from the increased levels of dialogue that a strong philosophy department tends to encourage. That this has in part happened at Texas Tech University can be seen in the case of the participation of philosophy in the Fine Arts Ph.D. program. And because a basic element of the proposed program is the requirement of a strong minor field, we can expect this dialogue to be encouraged and extended on this campus.

5. A good philosophical education develops one's skills in solving new problems with newly reasoned-through techniques. Or, to put it in other words, a person who has successfully acquired a philosophical education is not simply trained to execute technique B in situation A--instead one has learned how to develop entirely new methods for entirely new problems. Such an ability reflects in a basic fashion the distinction between a true education and vocational training. It would seem reasonable that those who properly find themselves in key leadership positions in the legal, business, and professional world have such skills. Contributing to the development of such leaders would clearly enhance the general reputation and function of Texas Tech University.

For the above reasons then, philosophical study at an advanced level is a condition basic to general university excellence, and thus the proposed program should strengthen the total academic program of Texas Tech University by contributing to that excellence.

- (8) **Has the proposed program been approved by the institution's governing board? Give date of action. (A proposal shall not be sent to the Coordinating Board until it has been approved by the institution's governing board.)**

## **II. PROJECTED ENROLLMENT**

- (1) **Project the enrollment for the proposed program for the next five years. Explain the basis for this projection. Include majors and minors in separate columns.**

Currently, we have indications of a significant amount of interest in graduate study in philosophy. An average of 36 graduate students per year have been enrolled in graduate courses in philosophy for the past four years. There has been a significant and steady increase in that enrollment over the past decade. There are presently at least twelve students who have completed six or more hours of coursework in philosophy and are considering it as a minor. Several of these students have expressed a desire to go on for a master's degree in philosophy upon completion of their current degree. Others have said they would have chosen philosophy instead of the programs in which they are now enrolled.

With a complete graduate program leading to a Master of Arts degree, some additional students working toward the M.A. and Ph.D. in other areas are likely to elect philosophy

as a minor. This would be a natural result of the greater frequency and variety of philosophy offerings.

Finally, a recent questionnaire with a very limited distribution to advanced undergraduate and graduate students in philosophy courses at Texas Tech elicited the names of fifteen individuals who would be interested in enrolling in the type of degree program proposed. It is on these bases that we project the following enrollment figures, although we deem them to be somewhat conservative.

	<u>Majors</u>	<u>Minors</u>
Fall 1983	6	12
Fall 1984	8	15
Fall 1985	12	17
Fall 1986	15	20
Fall 1987	18	20

- (2) Describe the likely source of students who will enroll in this program. (Will they come from existing programs or will they be attracted to the institution to enroll in the proposed program?)

There are no philosophy departments offering graduate work within less than 350 miles and we would expect to draw a good number of students from this immediate region. Requests for a master's program here have come from both our own undergraduates and the graduates of other institutions who have relocated in our West Texas area.

Additionally, each semester, several inquiries concerning graduate study in philosophy at Texas Tech are received from elsewhere in the United States and Canada. The Department already has sufficient international visibility to attract students merely in virtue of that reputation. Texas Tech is, in fact, one of only three institutions (the others being Harvard and Indiana University) that possesses the complete works of C. S. Peirce, the preeminent American philosopher. Such a holding is a remarkable academic resource and one which regularly brings distinguished scholars from around the world. Most recently, we have had extended visits by senior German and Dutch professors sponsored by Fulbright and ACLS grants for the purpose of studying these manuscripts. Together, the reputation of our resident faculty, scholarly resources available here, and the dynamic program we envisage should attract students from a variety of academic backgrounds and geographical regions.

### III. FACULTY

- (1) Give the number of persons presently on the faculty who will be most directly involved in the proposed program. List name, rank, highest degree, present course load, and estimated course load in the proposed program for each. Do present faculty meet minimal criteria for the requested program?

Daniel O. Nathan, Assistant Professor and Chairperson  
Ph.D., University of Illinois at Chicago, 1977.  
Present course load: 9 hours

Kenneth L. Ketner, Charles S. Peirce Professor  
Ph.D., University of California (Santa Barbara), 1972.  
Present course load: 6 hours

Joseph M. Ransdell, Associate Professor  
Ph.D., Columbia University, 1966.  
Present course load: 9 hours

Edward W. Averill, Assistant Professor  
Ph.D., University of California (Santa Barbara), 1976.  
Present course load: 9 hours

Ruben Berezdivin, Assistant Professor  
Ph.D., Duquesne University, 1977.  
Present course load: 9 hours

Even K. Jobe, Assistant Professor  
Ph.D., Indiana University, 1973.  
Present course load: 12 hours

Each of these members of the Department will teach three courses in the proposed program over the span of four semesters. The present faculty more than meet the minimal criteria for the requested program.

- (2) **Calculate the present student-faculty ratio in the subject matter field(s) or department(s) in which the proposed program will be offered. (Divide full-time equivalent students by full-time equivalent faculty). Also give the average teacher-student ratio in the courses given by the department (planned number of students per class.)**

The present student-faculty ratio in the Department is 16.7. This is based on a full-time equivalent student figure of 103, and a full-time equivalent faculty of 6.17. Average student/teacher ratio in courses given by the Department is 26.

- (3) **Project the need for new faculty required for the proposed program for the next five years. If the teaching responsibilities for the proposed program will be absorbed in part or in whole by the present faculty, describe how this will be done.**

The present graduate faculty is sufficient to meet the needs of the new program, if relieved of the necessity of teaching some sections of elementary courses. The addition of four teaching assistantships (equivalent to one full-time load each academic year) would meet this requirement. It seems likely that after three or four years, with the anticipated growth pattern of the program, some additional assistantships or an additional faculty member may be justified. However, at present, the four teaching assistants appear to be all the additional faculty required.

- (4) **Will acquisition of new faculty for the program require an additional outlay of funds? Explain in detail.**

Beyond the salaries of the teaching assistants, the program will not require any additional outlay of funds.

- (5) **Describe the involvement of the faculty, present and projected, in research, extension, correspondence, and other activities related to the proposed program. Will this program decrease or increase the course load of present faculty?**

All the faculty members are presently members of the graduate faculty and are actively involved in research. Each member has published research in some widely respected scholarly journals, and two individuals have published books. The areas of their published philosophical research include the history of philosophy, American philosophy, contemporary epistemology, the philosophy of science, current continental philosophy, ethics and aesthetics.

No member of the Department is involved in either correspondence or extension activities, and none is planned for the program. The course load of the faculty will be unaffected by the program.

#### IV. LIBRARY

- (1) **Are present library holdings in relevant fields adequate to begin the proposed program? How will the library have to be improved to meet program needs in the next four years? (Please explain need for books, periodicals, reference books, primary source materials, etc.) What are the institutional surpluses or deficiencies in holdings as measured by the Clapp-Jordan formula? (How will approval of this program alter this situation?)**

The present library holdings in philosophy, which comprise over 15,000 volumes and 64 journals, are ample to support the proposed program. During the next four years the holdings will continue to expand, primarily by way of receiving new publications, but expansion specifically for support of the program is not anticipated. As measured by the Clapp-Jordan formula our institution holdings come out to 103.7%, representing a slight surplus. Approval of the program will not appreciably affect this rating.

- (2) **Do faculty and students now use libraries of other institutions? Could they do so in the proposed program? Explain in detail.**

Students and faculty occasionally need materials not in our library, and these are available on inter-library loan. This practice would continue but would not be significantly augmented by the implementation of the proposed program.

- (3) **Estimate the total expenditure for the last two complete fiscal years for library acquisitions in the departments or subject matter fields in which the proposed program will be offered, or in fields which are closely related to the proposed program.**

The total expenditure for the last two complete fiscal years for library holdings in philosophy amounted to approximately \$21,578.

- (4) **Project library expenditures to be budgeted annually for the next five years in supporting this program.**

Library expenditures for the next five years should follow a normal pattern that will be little affected by the adoption of the proposed program. The budget for philosophical acquisitions will, however, be an expanding one, largely as a result of inflation in the cost of books and periodicals. The estimated budget by fiscal year is as follows:

1982 - 83	\$14,056
1983 - 84	16,164
1984 - 85	18,589
1985 - 86	21,377
1986 - 87	24,584

## **V. FACILITIES AND EQUIPMENT**

- (1) **Describe existing facilities that are available for the proposed program. Describe the present utilization of these facilities. What new facilities will be needed in the near future? Specify what special facilities and equipment will be needed and estimate their cost. From what sources do you anticipate obtaining needed facilities and equipment? Will the approval of this program result in planning for the addition of new facilities?**

The present facilities of the Department of Philosophy, with offices located in the English and Mass Communications Buildings, seem adequate to serve the needs of the new program. A room currently used for equipment storage could function as an office to house the new teaching assistants.

## **VI. ADMINISTRATION OF PROPOSED PROGRAM**

- (1) **Will the proposed program affect the administrative structure of the institution? If yes, describe how. In what department, division, school, or college will the proposed program be administered? If the program is to have inter-departmental or inter-unit administration, explain in detail.**

The proposed program will not affect the administrative structure of the institution. The program will be administered by the Department of Philosophy and the Graduate School.

## **VII. ACCREDITATION**

- (1) **Describe the requirements for accreditation, if the program is eligible to be accredited. What is the name of the accrediting agency. What will be the initial costs of accreditation and subsequent annual costs to maintain it? Identify basic criteria for accreditation and describe how well these are presently being met.**

There is no specific accrediting agency involved.

## **VIII. SUPPORTING FIELDS**

- (1) **Evaluate the subject matter fields at the institution which may be considered as necessary, or valuable, in support of the proposed program. Will these fields need improvement or expansion? If so, how, to what extent, and at what cost? Be specific.**

As indicated in previous responses, there are numerous complementary fields which would provide valuable support for the program. In most of these cases (the sciences, mathematics, business, the arts, some social science areas) doctoral degrees are currently offered; in others, strong master's programs are available. It is presently not uncommon for graduate students from a wide range of disciplines to choose philosophy as a minor. None of the complementary fields need improvement or expansion in order to support the proposed program.

## IX. COSTS OF PROPOSED PROGRAM

- (1) Estimate the initial (first year) costs of the proposed program. If this is an extension of an ongoing program, what will be the cost differential?

The costs of the program during the first year will be approximately \$18,000, over and above present departmental operating costs. This amount consists entirely of the teaching salaries of four graduate teaching assistants. There is no need for additional capital for office equipment or new full-time faculty members at the present time.

- (2) Estimate the annual cost of the program for the three years following its first year. (Use current formulas in arriving at the estimate.) Explain the rationale for the estimate. If this is an extension of an ongoing program, what will be the cost differential?

The annual cost for the three years following the first year would be about the same as that of the first year itself (\$18,000). After the initial three or four years the natural growth of the program might necessitate an additional faculty member and/or two additional graduate assistantships.

- (3) Departmental Costs. Show the departmental operating expenditures for the last two fiscal years for the departments which will contribute significantly to the support of the proposed program. how will the proposed program affect the allocation or distribution of these funds?

	<u>1981 - 82</u>	<u>1982 - 83</u>
Teaching Salaries	\$135,492	\$150,314
Classified Personnel	10,800	11,748
Student Assistants and/or Part-time Help	2,000	1,000
Maintenance, Equipment and Travel	<u>7,000</u>	<u>8,450</u>
TOTALS	\$155,292	\$171,512

The proposed program will not affect the allocation or distribution of these funds.

- (4) What additional funds for research will be needed to support the proposed program? Explain.

No additional funds will be needed in support of research.

- (5) How many graduate assistantships are considered desirable to begin the program? Estimate the amount of funds required for these assistantships over the next four years. What sources are available to support these assistantships? Will student aid funds be needed for undergraduates other than those provided for all undergraduates? Explain in detail.

Four graduate assistantships, at one-half time each, are considered necessary to begin the program. Support of these assistantships will require additional appropriations for the instructional budget of the Department of Philosophy. Based on the current graduate teaching assistant stipends, the additional funds required for each of the next four years would be \$18,000 (four assistantships per year at \$4,500/assistantship).

This program does not require special student aid funds for undergraduates.

- (6) **Describe briefly the sources of financial support for this program and evaluate the adequacy of funds for the inauguration and support of the program. Does the program give indications of becoming self-supporting within three years in terms of formula generated income?**

Legislative appropriations will represent the major source of financial support for this program. Once instituted it is anticipated that it will quickly generate sufficient formula income to support itself. In fact, if our estimates of projected enrollment are correct, the program would be self-supporting through formula allocations in its first year. Six students enrolled in a Master of Arts program in Philosophy, taking an average of 30 hours during their first year, would generate \$22,556 in income for the 1983-84 fiscal year. Twelve students with a minor in Philosophy, and enrolled for an average of six hours over the course of the year, would generate an additional \$8,222 in formula funds.

- (7) **Add any comments which would be helpful to the Coordinating Board in evaluating this program request.**

In the 1975 Review of the Academic Program of the Department of Philosophy, both external reviewers strongly urged the development of a Master of Arts degree program at Texas Tech University. The two reviewers were Dr. Ruth Barcan Marcus, Professor of Philosophy at Yale University and currently Chairman of the Board of Officers of the American Philosophical Association, and Dr. Stirling M. McMurrin, Professor of Philosophy, former Dean of the Graduate School of the University of Utah, and former United States Commissioner of Education. Here is an excerpt from Professor McMurrin's 1975 recommendations:

*The present faculty, curriculum, and library will support the master's degree even without further additions. It would not require more space, more secretaries, or more typewriters. In short, the State of Texas could add a substantial graduate degree to its total educational offering at no additional cost whatsoever.*

*It is a strange error that Texas Tech University should have moved to its present position in size and academic strength while failing to fully recognize philosophy as fundamentally important to its graduate program. It is true that the Department of Philosophy offers a program sufficient to bear the master's degree, but the failure to establish that degree before now would seem to indicate that those who have opposed it are unaware of the basic importance of philosophy in the intellectual life of a university. The results have been unfortunate. Not only have many students been denied an educational opportunity that should have been available to them. The Department itself and its Faculty have suffered in academic prestige in spite of their commendable credentials and the importance of their work.*

*The market argument is not a sufficient ground on which to oppose the offering of a master's degree in philosophy. Philosophy as a scholarly pursuit*

should not be judged in terms of its utility value, but rather in terms of its contribution to the foundations of knowledge and value and to the understanding of human experience.

But beyond that, it should be recognized that the study of philosophy has far more vocational and professional value than most persons suppose. It is not simply a preparation for philosophy teachers, though there probably will always be a need for these, and in increasing numbers. The market for persons with the master's in philosophy seem to be increasing in two year colleges, where the master's degree is sometimes preferred to the doctorate. And there is considerable evidence that the incidence of instruction in elementary philosophy in secondary schools will increase in the years ahead, probably creating an entire new job market for the philosophy master's. There is no reason why today's typical freshman work in philosophy should not be offered to high school seniors.

Moreover, as already indicated above, philosophy can be an important preparation for other vocational pursuits. As a prime instance of a genuinely liberal or liberating education, it is more and more in demand as a background of numerous pursuits, including not only higher degrees in the humanities and professional schools but as well in such areas as business and government administration.

- (8) **Attach the letter of Certification of Adequacy of Financing to the completed copies of the application for the new degree program.**

Leaves of Absence

Approve leave of absence without pay for Dr. Arden Ruttan, Assistant Professor of Mathematics, for the period September 1, 1983, through May 31, 1984. This leave is requested in order to allow Professor Ruttan to study approximation theory at Kent State University, which study will be beneficial both to himself and the university. Approval of this leave is recommended by Dr. Darling.

Approve leave of absence without pay for Dr. Ellyn L. Arwood, Assistant Professor in Speech and Hearing Sciences, for the period September 1, 1983, through May 31, 1984. It is presumed Dr. Arwood will resume her regular schedule here following her leave for personal reasons. Approval of this leave is recommended by Dr. Darling.

Approve leave of absence without pay for Dr. Jerry Willis, Professor of Education, for the period September 1, 1983, through August 31, 1984. This leave is requested in order that Dr. Willis can participate as an adviser and writer in the development of a series of textbooks. Approval of this leave is recommended by Dr. Darling.

Centers and Institutes

1. Office of Field Services
2. Institute for Marketing Studies
3. State Affiliate Census Data Center
4. Center for Applied Research in Industrial Automation and  
Robotics

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS ( 4/1/83 - 6/30/83)

NO.	ACTIVITY	SOURCE OF FUNDS		EXPENSE	REMARKS
		OTHER	INCOME		
BOARD APPROVAL: None.					
BOARD RATIFICATION:					
	E & G Appropriation Funds:				
304075	Building Maintenance	\$ 0	\$ 500,000.00	\$500,000 0	Increase of Building Maintenance budget for accomplishment of several contract maintenance projects.
	Building Maintenance-Reimbursable Project	0			
304229	Computer Center	165,092.96	15,123.04	180,216	\$85,966 from reserves, \$79,126.96 from 15-7003-200000 and \$15,123.04 from estimated income for training, equipment, software and the upgrade of administrative departments computer network.
304234					
304235					
304608					
	Subtotal, E & G Appropriation Funds	\$165,092.96	\$515,123.04	\$680,216	
Designated Funds:					
331036	Texas Tech Experimental Ranch	\$ 9,000.00	\$ 0	\$ 9,000	Transfer from Thornton Research and Operations Account funded from Thornton Endowment. Off campus at Justiceburg, Texas.
331215	Main Campus Farm - 1983 Crop Year	0	160,900.00	160,900	New budget established for the purpose of separating the financial activity for the Main Campus Farm and the Lubbock County Farms.
	Subtotal, Designated Funds	\$ 9,000.00	\$160,900.00	\$169,900	

## TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS ( 4/1/83 - 6/30/83)

Page 2

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
331268	<u>Auxiliary Funds:</u>				
	Intercollegiate Athletics -				
	Football	\$ 0	\$250,000.00	\$ 0	Increase in estimated income and additional expenditures for summer scholarships, medical bills, replace gas lines on west side of stadium and Weymouth Hall renovation.
	Administration	0	0	140,000	
	Dormitory and Scholarships	0	0	50,000	
	Athletic Training Room	0	0	10,000	
	Athletics - Maintenance	0	0	50,000	
	Subtotal, Auxiliary Funds	\$ 0	\$250,000.00	\$ 250,000	
	<u>Restricted Funds:</u> None.				
	TOTAL, RATIFICATION:	\$174,092.96	\$926,023.04	\$1,100,116	
	GRAND TOTAL - TTU	\$174,092.96	\$926,023.04	\$1,100,116	

OPERATING BUDGET SUMMARY FOR FY 1984

	<u>Unappropriated Balance 9/1/83</u>	<u>Estimated Income</u>	<u>Estimated (Expense)</u>	<u>Unappropriated Balance 8/31/84</u>
<u>TTU</u>				
Educational & General Funds	1,263,808	82,338,380	82,886,299	715,889
Designated Funds	14,757,222	20,866,982	21,340,318	14,283,886
Auxiliary Funds	6,473,902	32,680,010	32,153,978	6,999,934
Current Restricted Funds	326,900	754,931	754,931	326,900
Plant Funds	-0-	394,920	394,920	-0-
Agency Funds	-0-	163,649	163,649	-0-
Subtotal	22,821,832	137,198,872	137,694,095	22,326,609
<u>TTUHSC</u>				
Educational & General Funds	2,050,600	55,795,219	55,795,219	2,050,600
Designated Funds	1,570,079	14,700,000	14,700,000	1,570,079
Subtotal	3,620,679	70,495,219	70,495,219	3,620,679
<u>TTU MUSEUM</u>				
Educational & General Funds	-0-	475,210	475,210	-0-
Current Restricted Funds	3,562	62,000	62,000	3,562
Subtotal	3,562	537,210	537,210	3,562
TOTAL	<u>26,446,073</u>	<u>208,231,301</u>	<u>208,726,524</u>	<u>25,950,850</u>
Service Departments	165,200	6,658,888	6,658,888	165,200
Retirement of Indebtedness	11,600,826	7,853,874	7,453,392	12,001,308

Board Minutes  
August 5, 1983  
Attachment No. M8  
Item M194

04.04 Budget Rules and Procedures

The Board of Regents is required by law and Board Policy 01.01 to approve an itemized budget covering the operation of the ensuing fiscal year, which budget shall be prepared within the limits of revenue available from legislative appropriations and estimated local and other funds. Adjustments to this budget require approvals to be made as defined in the following sections. Adjustments may not be split to fall within lower levels of approval.

(1) BOARD OF REGENTS APPROVAL IS REQUIRED PRIOR TO EFFECTIVE DATE OF ACTION FOR:

(A) Adjustments which establish a new budget for or increase an existing one by an amount of \$250,000 or more.

(B) Adjustments which appropriate funds from E&G unappropriated balances.

(C) Adjustments to salaries not required by law for the President, a Vice President, a Dean, or an Executive Director.

(D) In an emergency, adjustments of \$250,000 or more may be approved by either the Chairman of the Board or Chairman of the Finance Committee with subsequent ratification at the next regular Board meeting.

(2) PRESIDENTIAL APPROVAL AND APPROVAL BY EITHER THE CHAIRMAN OF THE BOARD OR CHAIRMAN OF THE FINANCE COMMITTEE IS REQUIRED PRIOR TO EFFECTIVE DATE OF ACTION WITH SUBSEQUENT RATIFICATION BY THE BOARD AT THE NEXT REGULAR MEETING FOR THE FOLLOWING:

(A) Adjustments which establish a new budget for or increase an existing one by an amount of \$100,000 to \$249,999.

(B) Adjustments to the salary of an administrative head who reports directly to the President, other than Vice President, Dean, or Executive Director.

(C) Adjustments to an employee's total salary rate or wage rate not required by law when such adjustment is 10% more per annum. This does not apply to (1) bona fide promotions, (2) supplemental compensation payments as provided by law or (3) adjustments on annual contracts from non-appropriated funds which have a period other than the state fiscal

year if the increase is consistent with the institutional increases given to other persons and if the Vice President for Finance and Administration has reviewed the adjustment and the President has approved it.

(D) Adjustments to establish a budget for new activities which will be conducted away from facilities or property controlled by the Board of Regents.

(E) Adjustments authorized by law, but which require Board approval.

(F) Fiscal adjustments of more than \$100,000 required to close one fiscal year and open the following fiscal year.

(3) PRESIDENTIAL APPROVAL IS REQUIRED FOR THE FOLLOWING:

All other budget adjustments of less than \$100,000 require approval by the President. He may delegate authority to appropriate budget and financial officials to approve budget adjustments that do not require approval or ratification by the Board of Regents. A summary report, by line item, of all changes to the original, approved budget will be presented quarterly to the Board.

(4) SALARY LAPSE ADJUSTMENTS ARE TO BE MADE AS FOLLOWS:

Any savings resulting from salary lapses in accounts funded from legislative appropriations will be lapsed from these accounts and rebudgeted in accordance with the above procedures and appropriate law to satisfy other requirements. Accounts for Organized Activities, Extension and Public Service, and Service Departments are not included under this procedure.

(5) RESEARCH CONTRACTS, GRANTS, AND SPONSORED PROJECTS ARE TO BE APPROVED AS FOLLOWS:\*

(A) Research contracts, grants, and sponsored projects submitted for an initial award of \$250,000 or more require approval of the President or, in his absence, the Vice President for Finance and Administration, and the subsequent concurrent of either the

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\*Section (5) was revised and approved by the Board of Regents, TTU, August 6, 1982.

Chairman of the Board or Chairman of the Finance Committee. To meet an agency deadline, research proposals may be submitted prior to regental concurrence; however, if such concurrence is not received within 30 days, the proposal will be withdrawn. Regental approval of a contract or grant constitutes authority to accept the award and establish a maximum budget equal to the amount of the contract without further Board approval.

(B) Research contracts and grants of amounts less than \$250,000 must be approved by either the Vice President for Research and Graduate Studies or the Vice President for Finance and Administration.

(C) Budget adjustments of more than \$100,000 and supplementary awards and renewal proposals of more than \$250,000 are to be approved by the Vice President for Research and Graduate Studies and the Vice President for Finance and Administration, with a summary report of all such changes presented quarterly to the Board.

(6) SELF-SUPPORTING CONTINUING EDUCATION OR EXTENSION COURSES HELD EITHER ON OR OFF-CAMPUS ARE TO BE APPROVED AS FOLLOWS:\*

(A) Budgets for Continuing Education or Extension courses funded from individual student fees for \$250,000 or more require approval of the President or in his absence, the Vice President for Finance and Administration, and the concurrence of either the Chairman of the Board or Chairman of the Finance Committee.

(B) Budgets for Continuing Education or Extension courses funded from individual student fees at amounts of less than \$250,000 must be approved by the University's Budget Office and either the Vice President for Academic Affairs or the Vice President for Finance and Administration.

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\*Section (6) was added and approved by the Board of Regents, TTU, August 6, 1982.

AMENDMENT TO INTERAGENCY CONTRACT

THE STATE OF TEXAS}

COUNTY OF TRAVIS }

AMENDMENT NO. 1 TO INTERAGENCY CONTRACT NO. (82-83)0006

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

Amend Section IV CONTRACT AMOUNT to read:

Ten Million Dollars and No Cents

<u>IAC Cost</u> <u>Category</u>	<u>Proposed</u> <u>FY82 &amp; 83</u>
Personnel Services	\$ 40,000
Supplies and Materials	1,250,000
Services of Equipment	
(Manufactured Utilities)	8,710,000
	<u>\$10,000,000</u>

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

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

TEXAS TECH UNIVERSITY

By: \_\_\_\_\_  
Dr. Lauro F. Cavazos

By: \_\_\_\_\_  
Dr. Lauro F. Cavazos

\_\_\_\_\_  
President

\_\_\_\_\_  
President

EXAMINED and APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

STATE PURCHASING AND  
GENERAL SERVICES COMMISSION

By: \_\_\_\_\_  
Director, Centralized  
Services Division

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:

WHEREAS, the Sixty-first Legislature created a medical school, now called Texas Tech University Health Sciences Center and the Sixty-fifth Legislature and subsequent Legislatures appropriated money for construction and operations of said school; and

WHEREAS, Texas Tech University has been organized with a central services staff, equipment and facilities to serve both the Health Sciences Center and the University, the parties contract and agree as follows:

The Performing Agency agrees to furnish to the Receiving Agency for the term

- (a) personnel service of professional staff and employees;
- (b) consumable supplies and materials;
- (c) current and recurring operating expenses;
- (d) services of the Central Warehouse and Stores;
- (e) travel expense;
- (f) utilities.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

(a) Reimbursement of the percentage of time each office of Performing Agency is used in the performance of this contract shall be calculated as near as practicable each month, and then applied against the month's operating cost of each office used in the performance of this contract, with salaries, wages, and other expenses calculated as permitted by annual budget approved by the Board of Regents, to be billed and charged by itemized monthly vouchers.

III. BASES FOR CALCULATING REIMBURSABLE COSTS (Continued):

(b) through (f) To be calculated at the nearest approximation of actual cost of Performing Agency as supplied to Receiving Agency in performance of this contract, as permitted by annual budgets approved by the Board of Regents, to be billed and charged by itemized monthly vouchers.

Personal services	\$ 50,000
Supplies & Materials and Services of Equipment	2,377,134
Utilities	10,572,866

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed: Thirteen  
Million Dollars (\$13,000,000)

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 Monthly.

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

By: \_\_\_\_\_  
Lauro F. Cavazos  
President

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

PERFORMING AGENCY

TEXAS TECH UNIVERSITY

By: \_\_\_\_\_  
Lauro F. Cavazos  
President

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

EXAMINED and APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

STATE PURCHASING AND  
GENERAL SERVICES COMMISSION

By: \_\_\_\_\_  
Director, Centralized  
Services Division

04.12 Mineral Leases\*

It is the intent of the Board of Regents to lease oil, gas, SULPHUR, ORE, WATER, and other mineral interests of the University for development whenever there is a demand which will reasonably insure that they may be leased advantageously and it is in the best interest of the University to do so. All leases will be executed in accordance with the applicable laws and with rules and regulations adopted by the Board which are not inconsistent with the provisions of law. The reason for leasing minerals is to obtain additional income ~~for support of teaching and research programs.~~ TO BE USED BY THE BOARD FOR THE ADMINISTRATION OF THE UNIVERSITY, FOR PAYMENT OF PRINCIPAL OF AND INTEREST ON REVENUE BONDS AND NOTES ISSUED BY THE BOARD, AND FOR ANY OTHER PURPOSE THAT IN THE JUDGEMENT OF THE BOARD MAY BE FOR THE GOOD OF THE UNIVERSITY.

(1) LANDS UNDER EXCLUSIVE CONTROL OF THE BOARD AND OWNED BY THE STATE OF TEXAS

(A) ~~The Board will lease to the highest bidder at public auction in accordance with the provision of Sections 109.61-109.79 of the Texas Education Code V.T.C.A.~~ LEASES WILL BE NEGOTIATED WITH PROSPECTIVE LESSEES TO OBTAIN THEIR BEST OFFER ABOVE THE MINIMUM OUTLINED IN (C) BELOW.

(B) Leases normally will be for oil and gas production only. Separate leases will be required for other mineral production, whether strip-mined or not.

(C) THE BOARD MAY NOT SELL A LEASE FOR LESS THAN THE ROYALTY AND RENTAL TERMS DEMANDED AT THAT TIME BY THE GENERAL LAND OFFICE IN CONNECTION WITH THE SALE OF OIL, GAS, AND OTHER MINERAL LEASES OF THE PUBLIC LANDS OF THIS STATE. IN ADDITION,

04.12 (cont'd)

No bid or proposal shall be accepted which offers a royalty of less than one-quarter of production, a primary term greater than five years, or a delay rental of less than \$5.00 per acre per year.

(2) MINERAL AND ROYALTY INTERESTS DERIVED FROM TRUSTS AND GIFTS

(A) Leases will be negotiated with prospective lessees to obtain their best offer above the minimums outlined in (C) below.

(B) Leases will normally be for oil and gas production only. Separate leases will be required for other mineral production, whether strip-mined or not.

(C) No proposal shall be accepted which offers a royalty of less than one-quarter of production, a primary term of more than five years or a delay rental of less than \$5.00 per year per mineral acre, beginning with the second year of the lease.

(3) APPROVAL

All leases and other documents relating to leasing will be approved by the Finance Committee, by the Board as a ratification item, and signed by the President and Chief Executive Officer.

1. REGISTRATION FEES  
EFFECTIVE FALL, 1983

RESIDENTS OF TEXAS  
Long Term

Hours	Tuition	Student Services Fee	Building Use Fee	University Center Fee	Total
1	\$ 50.00	\$ 5.00	\$ 6.00	\$ -0-	\$ 61.00
2	50.00	10.00	12.00	-0-	72.00
3	50.00	15.00	18.00	15.00	98.00
4	50.00	20.00	24.00	15.00	109.00
5	50.00	25.00	30.00	15.00	120.00
6	50.00	30.00	36.00	15.00	131.00
7	50.00	35.00	42.00	15.00	142.00
8	50.00	40.00	48.00	15.00	153.00
9	50.00	45.00	54.00	15.00	164.00
10	50.00	50.00	60.00	15.00	175.00
11	50.00	55.00	66.00	15.00	186.00
12	50.00	60.00	72.00	15.00	197.00
13	52.00	60.00	78.00	15.00	205.00
14	56.00	60.00	84.00	15.00	215.00
15	60.00	60.00	90.00	15.00	225.00
16	64.00	60.00	96.00	15.00	235.00
17	68.00	60.00	102.00	15.00	245.00
18	72.00	60.00	108.00	15.00	255.00
19	76.00	60.00	114.00	15.00	265.00
20	80.00*	60.00	120.00**	15.00	275.00

\* Add \$4.00 for tuition for each hour over 20; Student Services Fee and University Center Fee remain the same.

\*\* Add \$6.00 for Building Use Fee for each hour over 20.

Summer Term - 1984  
(per term)

Hours	Tuition	Student Services Fee	Building Use Fee	University Center Fee	Total
1	\$ 25.00	\$ 5.00	\$ 6.00	\$ 7.50	\$ 43.50
2	25.00	10.00	12.00	7.50	54.50
3	25.00	15.00	18.00	7.50	65.50
4	25.00	20.00	24.00	7.50	76.50
5	25.00	25.00	30.00	7.50	87.50
6	25.00	30.00	36.00	7.50	98.50
7	28.00*	35.00**	42.00***	7.50	112.50

\* Add \$4.00 for tuition for each hour over 7.

\*\* Add \$5.00 for Student Services Fee for each hour over 7 (maximum \$60.00).

\*\*\* Add \$6.00 for Building Use Fee for each hour over 7.  
University Center Fee remains the same.

NON-RESIDENT STUDENTS  
UNITED STATES CITIZENS  
AND  
FOREIGN STUDENTS  
Long Term

Hours	Tuition	Student Services Fee	Building Use Fee	University Center Fee	Total
1	\$ 40.00	\$ 5.00	\$ 6.00	\$ -0-	\$ 51.00
2	80.00	10.00	12.00	-0-	102.00
3	120.00	15.00	18.00	15.00	168.00
4	160.00	20.00	24.00	15.00	219.00
5	200.00	25.00	30.00	15.00	270.00
6	240.00	30.00	36.00	15.00	321.00
7	280.00	35.00	42.00	15.00	372.00
8	320.00	40.00	48.00	15.00	423.00
9	360.00	45.00	54.00	15.00	474.00
10	400.00	50.00	60.00	15.00	525.00
11	440.00	55.00	66.00	15.00	576.00
12	480.00	60.00	72.00	15.00	627.00
13	520.00	60.00	78.00	15.00	673.00
14	560.00	60.00	84.00	15.00	719.00
15	600.00	60.00	90.00	15.00	765.00
16	640.00	60.00	96.00	15.00	811.00
17	680.00	60.00	102.00	15.00	857.00
18	720.00	60.00	108.00	15.00	903.00
19	760.00	60.00	114.00	15.00	949.00
20	800.00*	60.00	120.00**	15.00	995.00

\* Add \$40.00 for tuition for each hour over 20; Student Services Fee and University Center Fee remain the same.

\*\* Add \$6.00 for Building Use Fee for each hour over 20.

Summer Term - 1984  
(per term)

Hours	Tuition	Student Services Fee	Building Use Fee	University Center Fee	Total
1	\$ 40.00	\$ 5.00	\$ 6.00	\$ 7.50	\$ 58.50
2	80.00	10.00	12.00	7.50	109.50
3	120.00	15.00	18.00	7.50	160.50
4	160.00	20.00	24.00	7.50	211.50
5	200.00	25.00	30.00	7.50	262.50
6	240.00	30.00	36.00	7.50	313.50
7	280.00*	35.00**	42.00***	7.50	364.50

\* Add \$40.00 for tuition for each hour over 7.

\*\* Add \$5.00 for Student Services Fee for each hour over 7 (maximum \$60.00)

\*\*\* Add \$6.00 for Building Use Fee for each hour over 7.  
University Center Fee remains the same.

## 2. HOUSING FEES

Room Deposit	\$	60
Advance Payment (fall, spring)		100
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

## 3. OTHER FEES

Auditing Fee (students enrolled in 11 semester credit hours or less)	\$ 10.00
Binding Theses and Dissertations (per copy, plus state and city taxes; architectural theses \$7.50)	6.00
Class Schedule Change Fee (per change, beginning 1st class day)	3.00
Correspondence Courses:	
High School Level (semester credit)	39.00
College Level (per semester hour)	23.00
Diploma Fee	8.00
Diploma Insert Fee (re-application for graduation)	2.00
Duplicate Copy of Registration Fee Receipt	.50

OTHER FEES (cont'd.)

Foreign Application Fee	50.00
General Property Deposit	10.00
Identification Card Maintenance Fee (each semester)	1.00
Identification Card Replacement Fee	10.00
Identification Card Revalidation Fee	5.00
Laboratory Fees:	
Combined lecture and lab credit is from 1 to 3 semester hours	2.00
Combined lecture and lab credit is 4 semester hours or more	4.00
Late Charges - Loans	15.00
Late Payment Fee (plus an additional \$5.00/day for each working day after the 1st class day - maximum \$75.00)	15.00
Late Registration Fee (beginning the 1st class day)	15.00
Law School Deposit	50.00
Microfilming of Doctoral Dissertation (complete copy)	35.00
New Student Orientation Fee	15.00
Private Music Instruction Fees (per semester):	
Applied Music 115, 116, 215, 216, 315, 316, 515 (summer, \$6.00)	15.00
Applied Music 125, 126, 145, 146, 225, 226, 235, 236, 245, 246, 325, 326, 345, 346, 425, 426, 435, 436, 445, 446, 525, 535, 545 (summer, \$12.00)	30.00
Reinstatement Fee	70.00/ semester hour
Returned Check Charges:	
Collection within 20 days from notice to student	15.00
Collection after 20 days	25.00
Sponsored International Student Administrative Fee (per semester/summer)	150.00
Transcript Fee (per copy)	2.00

#### 4. PARKING FEES AND PENALTIES

##### PERMIT FEES AND REFUNDS

	Faculty-Staff Reserved		Faculty-Staff Reserved		Faculty-Staff Area		Residence Halls		Commuter		Two Wheeler	
Rates	12 months		9 months		12 months		9 months		9 months		9 months	
Through	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund
Sep. 30	\$48.00	\$42.00	\$36.00	\$30.00	\$21.00	\$17.25	\$24.00	\$19.35	\$21.00	\$16.65	\$6.00	\$4.35
Oct. 31	44.00	38.00	32.00	26.00	19.25	15.50	21.35	16.70	18.65	14.30	5.30	3.65
Nov. 30	40.00	34.00	28.00	22.00	17.50	13.75	18.70	14.05	16.30	11.95	4.60	2.95
Dec. 31	36.00	30.00	24.00	18.00	15.75	12.00	16.05	11.40	13.95	9.60	3.90	2.25
Jan. 31	32.00	26.00	20.00	14.00	14.00	10.25	13.40	8.75	11.60	7.25	3.20	1.55
Feb. 29	28.00	22.00	16.00	10.00	12.25	8.50	10.75	6.10	9.25	4.90	2.50	.85
Mar. 31	24.00	18.00	12.00	6.00	10.50	6.75	8.10	3.45	6.90	2.55	1.80	.15
Apr. 30	20.00	14.00	8.00	2.00	8.75	5.00	5.45	.80	4.55	.20	1.10	0
May 31	16.00	10.00	4.00	0	7.00	3.25	2.80	0	2.20	0	.40	0
June 30	12.00	6.00			5.25	1.50						
July 31	8.00	2.00			3.50	0						
Aug. 31	4.00	0			1.75	0						
Summer School Sessions												
July 14							\$ 8.00	\$ 4.00	\$ 8.00	\$ 4.00	\$2.00	\$1.00
July 31							4.00	2.00	4.00	2.00	1.00	.50
Aug. 25							2.00	0	2.00	0	.50	0

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

PARKING FEES AND PENALTIES (cont'd.)

PENALTIES

1. All vehicles driven on University property are subject to all State of Texas, City of Lubbock, and University laws and regulations.
2. Citation Service Fees:
  - Handicapped Parking Violations (fee increases to \$30.00 if not paid within ten calendar days) \$25.00
  - All other Parking Violations (per citation; \$5.00 if paid within ten calendar days) 7.00
3. Storage fee for impounded bicycles (commences 72 hours after impoundment - weekly charge-maximum: \$3.00/mo.) 1.00
  - Towing fee (in addition to citation(s) cost) 20.00
  - Fee if driver arrives after hook-up but prior to towing 10.00
4. Storage fee for impounded vehicles (commences 72 hours after impoundment; daily charge-maximum: \$15.00/mo.) .50

5. EXPLANATION OF CHANGE IN FEES

Reinstatement Fee

Notwithstanding rigorous efforts by the administration to advise students of the deadlines by which tuition and fees must be paid each semester by mailed notices, publicity articles in new media, and signs posted throughout the campus, a number of students who have duly registered with the Registrar fail to pay their tuition and fees by the specified deadlines, which are established in accordance with State law. Such students' registrations are therefore necessarily cancelled. Since the students have not paid their tuition and fees by the required deadline, the institution cannot receive state funding, should they be enrolled. It is desirable, however, to afford such students an opportunity to have their enrollment reinstated upon payment of a reinstatement fee of \$70.00 per semester credit hour, which is calculated to compensate the institution. This fee is intended also to provide students with a positive incentive to pay their tuition and fees on time.

PROPOSED ADDITION

Pol. No. 01-02-021.081

(6) The Jones Stadium, baseball field, R. P. Fuller track facilities, and other facilities under the control of the Athletic Department are available for the following uses:

- (A) Athletic Department events.
- (B) Texas Tech Band and Spirit activities.
- (C) High School Band Day.
- (D) Texas High School All-Star football games.
- (E) High school playoff games.
- (F) Physical Education classes.
- (G) Intramural playoffs between leagues.
- (H) Academic convocations of Texas Tech.

Responsibility for expenses incurred for cleaning, provision for security officers, and any other expenses will be mutually determined by the Director of Athletics and the activity proposing to use the facility.

The Athletic Director is responsible for determining use of the athletic facilities within the above policy.

TEXAS TECH UNIVERSITY

Holiday Schedule for 1983-84

<u>1983</u>	<u>Day of Week</u>	<u>Holiday</u>
*Sep. 5, 1983	Monday	Labor Day
Nov. 23, 1983 (1/2 day)	Wednesday Afternoon	Thanksgiving Holiday
*Nov. 24, 1983	Thursday	Thanksgiving Day
*Nov. 25, 1983	Friday	Thanksgiving Holiday
Dec. 23, 1983	Friday	Christmas Holiday
*Dec. 26, 1983	Monday	Christmas Holiday
Dec. 27, 1983	Tuesday	Christmas Holiday
Dec. 28, 1983	Wednesday	Christmas Holiday
Dec. 29, 1983	Thursday	Christmas Holiday
Dec. 30, 1983	Friday	Christmas Holiday
<u>1984</u>		
Mar. 14, 1984 (1/2 day)	Wednesday Afternoon	Spring Break
Mar. 15, 1984	Thursday	Spring Break
Mar. 16, 1984	Friday	Spring Break
*May 28, 1984	Monday	Memorial Day
*July 4, 1984	Wednesday	Independence Day

\* Regular Holiday designated by the Legislature; other holidays listed are in lieu of holidays transferred to avoid conflict with the academic class schedule.

STATEMENT OF GENERAL POLICY TO GOVERN THE GRANTING OF  
TUITION SCHOLARSHIPS IN FISCAL YEAR 1984 AS AUTHORIZED BY  
HOUSE BILL NO. 656, ARTICLE III,  
SECTION 14, 67th LEGISLATURE, REGULAR SESSION, 1981

1. Scholarships authorized for fiscal year 1984 by House Bill No. 656, Article III, Section 14, 67th Legislature, Regular Session, 1981, shall be designated as "Tuition Scholarships."
2. Tuition Scholarships shall be processed and granted by or under the supervision of the Director of Student Financial Aid.
3. Recipients of such scholarships must be classified as "resident students" as defined by House Bill No. 265 of the 55th Legislature, Regular Session, 1957, and amendments thereto.
4. Award shall be based primarily on financial needs, giving consideration to the financial capacity of student's parents, and the student's own efforts to finance his or her education.
5. Recipients must be in good standing and be making satisfactory progress in order to receive a scholarship.
6. Tuition Scholarships shall be granted to full-time students in an amount not to exceed seventy percent (70%) of educational costs when combined with other university administered gift aid.

1. For approval and payment of all accounts covering expenditures for State-appropriated funds and all other University-controlled funds, effective August 5, 1983, and to continue until such time as they are separated from the University or assigned other responsibilities:

Marsha A. Barnes, Assistant Vice President for Finance  
Clyde H. Westbrook, Jr., Assistant Vice President for  
Budgeting and Financial Services  
Charlie L. Stallings, Director of Accounting Services  
Deana Miller, Accountant I.

2. 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 August 5, 1983, and to continue until such time as they are separated from the University or assigned other responsibilities:

Marsha A. Barnes, Assistant Vice President for Finance  
Charlie L. Stallings, Director of Accounting Services.

3. 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 August 5, 1983, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may sign or countersign:

Marsha A. Barnes, Assistant Vice President for Finance  
Charlie L. Stallings, Director of Accounting Services.

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

Employees who may sign or countersign:

Max C. Tomlinson, Associate Vice President for Business Affairs  
Marsha A. Barnes, Assistant Vice President for Finance  
Charlie L. Stallings, Director of Accounting Services.

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

Employees who may sign or countersign:

Max C. Tomlinson, Associate Vice President for Business Affairs  
Marsha A. Barnes, Assistant Vice President for Finance  
Charlie L. Stallings, Director of Accounting Services.

6. To authorize transfers, by wire or other means, of funds between Texas Tech University depositories, effective August 5, 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  
Marsha A. Barnes, Assistant Vice President for Finance  
Donald R. Harrison, Comptroller  
Charlie L. Stallings, Director of Accounting Services  
W. W. Hart, Associate Director of Accounting Services  
Steve Pruitt, Assistant Director of Accounting Services  
Robert J. Hall, Cash Manager

Employees who may counter-authorize only:

Clyde H. Westbrook, Jr., Assistant Vice President for Budgeting  
and Financial Services.

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

Roberto Garza	July 1, 1983
Ronnie Lynn Lusk	July 8, 1983
Gary Ronald Sikes	July 1, 1983
William G. Taylor	July 1, 1983
Charles David Beaver	July 18, 1983
Jimney Dean Lock	July 18, 1983
Troy Earl Lewis	July 18, 1983.

TEXAS TECH UNIVERSITY FOUNDATION

Renominations

(Term Expiring August 31, 1986)

Mrs. Floyce Bates  
Mrs. Maxine Blankenship  
M. Warlick Carr  
C. B. Carter  
Solon Clements, Jr.  
W. R. Collier  
Tom Edmonds  
Wayne Finnell  
S. S. Forrest, Jr.  
R. P. Fuller  
J. W. Gordon  
J. Frank Gray  
Don L. Harris  
Mike Higgins  
Roy J. Holmes  
O. Brandon Hull, M.D.  
A. M. L. Kube  
Lonnie Langston  
Mrs. Louise Maedgen  
Carroll McDonald  
Robert McKinsey  
James G. Morris, M.D.  
Robert Norris  
W. D. O'Brien  
G. J. Parkhill  
V. M. Peterman  
Charley Pope  
Robert Salem, M.D.  
Edward R. Smith  
Preston Smith  
Eugene Steel  
Fred Q. Underwood  
Harold Wall  
Mrs. Gayle Wilson

TEXAS TECH UNIVERSITY FOUNDATION

New Nominations

(Term Expiring August 31, 1986)

Bill Barnett  
Tom Battin  
Mabry Brock  
Frank Burke  
Terry Caviness  
Steve Cone  
Lloyd Croslin  
Wayne Culp, M.D.  
Ron Davenport  
Harold Deavours  
Dan Griffis  
Jack Harvin  
Bill Horton  
Duane Housouer  
Jim Humphreys  
Jack Kastman  
Roger Kuykendall  
Jerry Lane  
Ed Langston  
Don Lee  
Donovan Maddox  
Tom McMinn  
Jerry Nash  
Reuel Nash  
Phil Price  
George Sell  
Wayne Sellers  
Sam Spikes  
Ray Ward  
Travis Ware  
Ben Williams  
Jim Williams  
Don Workman

TEXAS TECH UNIVERSITY  
Lubbock, Texas

TABLE OF CONTENTS

FOR BOARD INFORMATION

<u>Description</u>	<u>Page</u>
1. Appointments - General Administration, Teaching and Non-Classified Positions - May through July, 1983-----	1
2. Resignations and/or Terminations - General Administration, Teaching, and Non-Classified Positions - May through July, 1983 -----	2
3. Summary of Faculty Appointments other than Professorial Ranks - May through July, 1983 -----	3
4. Report on Employment and Terminations of Professional, Administrative, and Classified Personnel - March through May, 1983 -----	4
5. Summary - Official Travel - Cumulative by Fiscal Quarter - Fiscal Year 1983 -----	5
6. Budget Adjustments of \$100,000 or more for Supplemental Awards or Renewals of Research and Other Sponsored Projects - April 1, 1983, through June 30, 1983 -----	7
7. <u>Contracts</u>	
a. American State Bank - General Operating Account Depository Contract -----	8
b. Commercial Concrete Company - Construction of Parking Lots-----	15
c. C. B. Thompson Construction Company - Business Administration Stairway Addition -----	19
d. O. W. Chisum and Company - HVAC Revisions in Science Building -----	23
e. Jake Diel Dirt & Paving Contractors, Inc. - Repair of Streets and Parking Lots -----	27
8. <u>Gifts and Grants</u>	
a. Summary for June 1983 and Year to Date FY1983 -----	30
b. Breakdown for June 1983 and Year to Date FY1983 -----	31
c. Breakdown for Foundation, June 1983 and Year to Date FY1983 --	32

TEXAS TECH UNIVERSITY  
Lubbock, Texas

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

1. May through July, 1983

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Bailey, Donald Professor	Music	9/1/83 5/31/84
Bradley, William Steven Assistant Professor	Museum Science	9/1/83 8/31/84
Castro, William R. Associate Professor	Law	9/1/83 5/31/84
Chiodo, June Assistant Professor	Psychology	9/1/83 5/31/84
Cunningham, Donald H. Professor	English	7/16/83-8/31/83 9/1/83-5/31/84
Emanuel, H. Camilla Assistant Professor	Law	9/1/83 5/31/84
Foote, Robert L. Assistant Professor	Mathematics	9/1/83 5/31/84
Ishler, Richard E. Professor & Dean	Education	8/15/83-8/31/83 9/1/83-8/31/84
Leupp, Leslie G. Associate Professor	Art	9/1/83 5/31/84
Malloy, Robin Paul Assistant Professor	Law	9/1/83 5/31/84
Marcy, William M. Associate Professor	Industrial Engineering	9/1/83 5/31/84
Nagy, Margaret C. Assistant Professor	Art	9/1/83 5/31/84
Rodiek, Jon E. Professor	Park Adm. & Landscape Arch.	9/1/83 8/31/84
Strathearn, Gary Edward Assistant Professor	Geosciences	9/1/83 5/31/84

TEXAS TECH UNIVERSITY  
Lubbock, Texas

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

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
*Anderson, Robert H. Professor & Dean	Education	9/1/83
Broderick, James A. Professor	Art	6/1/83
Crane, D. Russell Assistant Professor	Home & Family Life	7/15/83
Emerson, William D. Assistant Professor	Mathematics	8/31/83
Gonzales, Paul F. Associate Professor	Education	8/17/83
Hutmacher, Katherine S. Assistant Professor	Park Adm. & Landscape Arch.	8/31/83
Kelley, Gary D. Assistant Professor	Business Administration	9/1/83
Panwalkar, S. S. Associate Professor	Industrial Engineering	5/31/83
Patterson, Oscar Assistant Professor	Mass Communications	5/31/83
Saeks, Richard Horn Professor	Electrical Engineering/ Computer Science	7/15/83
Segrist, Kal H. Jr. Baseball Coach	Baseball Athletics	5/31/83
Wright, Ruth C. Associate Professor	Political Science	5/31/83
Richards, Michael L. Assistant Professor	Geosciences	5/31/83

\*Retiring

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Faculty Appointments  
other than Professorial Ranks  
May through July, 1983

3.

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months or over</u>	<u>4.5 months or over</u>
1. Teaching Assistant	-0-	-16-
2. Part-time Instructor	-0-	-17-
3. Instructor	-0-	-7-
4. Lecturer	-0-	-6-
	<hr/>	<hr/>
TOTAL	-0-	-46-

TEXAS TECH UNIVERSITY

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

4. March 1983 through May 1983

<u>Description:</u>	<u>Appointments</u>	<u>Revisions</u>	<u>Terminations</u>
1. Clerical & Fiscal Group	61	32	58
2. Equipment Operators	12	7	11
3. Building, Grounds Services	62	7	71
4. Engineering, Trades Technical	6	4	12
5. Personnel Services, Residence Halls, & Public Relations	5	10	21
6. Agricultural Services	5	0	4
7. Stores & Purchasing	4	3	4
8. Miscellaneous Group	62	4	30
9. Food Service	<u>7</u>	<u>3</u>	<u>10</u>
TOTAL	224	70	221

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

5.

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

	This Year QTR. III	Last Year QTR. III
a) Commercial Airfare	\$ 731,238.70	\$ 688,148.40
b) Personal Auto Mileage	127,600.32	130,083.00
c) Automobile Rental	81,048.21	58,740.92
d) Per diem - In-State	287,156.84	263,655.78
e) Meals and Lodging - Out-of-State	238,351.13	243,653.29
f) All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	908,265.01	685,688.41
Totals	<u>\$ 2,373,660.21</u>	<u>\$ 2,069,969.80</u>

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

Purpose	Percent of Total Travel Cost			
	In-State	Out-of- State	Out-of- Country	Total
a) To present an original research paper	1.11	5.06	1.25	7.42
b) Required for research project	1.97	1.29	.68	3.94
c) Attendance at profes- sional meeting, workshop, conference, seminar, etc.	21.16	40.63	3.05	64.84
d) To perform official business and duties	12.22	7.96	.61	20.79
e) Multi-purpose meeting/ paper	.43	2.02	.56	3.01
Totals	<u>36.89</u>	<u>56.96</u>	<u>6.15</u>	<u>100.00</u>

III. Cities traveled to and number of trips (5181) for the purposes shown in Section II.

- a) In-State : Amarillo (200), Austin (507), Corpus Christi (59), Dallas/Fort Worth (773), El Paso (120), Houston (363), Midland/Odessa (101), San Antonio (198), West Texas area (484), Others (569).
- b) Out-of-State : Albuquerque (179), Chicago (69), Los Angeles (127), New Orleans (75), New York (39), San Francisco (62), Washington, D.C. (129), Others (1045).
- c) Out-of-Country : Toronto, Canada (6); Alberta, Canada (2); Monterrey, Mexico (2); Manchester, England (2); Paris, France (1); Lima, Peru (11); Winnipeg, Canada (2); Richmond, BC (1); Frankfurt, Germany (1); London, England (6); Bermuda (1); Exter, U.K. (1); Ontario, Canada (4); Oxford, England (2); Jerusalem, Israel (1); Bordeaux, France (1); Leuven, Belgium (1); Osaka, Japan (1); Shimada, 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); San Juan, Puerto Rico (2); Montreal, Canada (5); Panama City, Panama (1); Antartic (2); La Paz Baja, Mexico (1); Cambridge, England (1); Queensland, Australia (1); San Jose, Costa Rica (1); Lahore, Pakistan (2); Gudalajara, Mexico (1); Melbourne, Australia (1); Nassau, Bahamas (1); Mexico City, Mexico (4); Sydney, Australia (2).

TEXAS TECH UNIVERSITY

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

6. April 1, 1983 through June 30, 1983

<u>Project Activity</u>	<u>Amount</u>	<u>Source of Funds</u>
Ionic Crown Ethers	\$ 112,500	Department of Energy Contract
Investigation of Physics Failure in Semiconductors Resulting from Electrical Transients	109,959	Air Force Office of Scientific Research Contract
Coordinated Research Program in Pulsed Power Physics	112,521	Air Force Office of Scientific Research Contract
DHEW Basic Educational Operating Grant	913,892	Department of Health, Education and Welfare
Community Service Grant - 1983 for support of Educational T.V.	228,106	Public Broadcasting
Agricultural Research	190,000	U.S. Department of Agriculture Broad Agreement
Preparation of Professional Personnel Severely Handicapped and Preschool Handicapped Students Program	100,356	Office of Education Contract
Consulting Teachers Program for Visually Multi-handicapped	102,667	Office of Education Contract
Regulation and Cloning of D.hydei Tyrosine Aminotransferase	134,740	National Institute of Health Grant
Upward Bound	172,482	Office of Education Grant
Crosbyton Solar Power Project	100,000	Department of Energy Contract
Joint Services Electronics Program	194,000	Office of Naval Research Contract
Head Start Training and Technical Assistance	912,311	Department of Health and Human Services Grant
TOTAL	<u>\$3,383,534</u>	

American State Bank - General Operating Account Depository Contract

7. a. The following contract with American State Bank for the general operating account is entered for informational purposes. Execution of this contract was authorized in the Minutes of the May 13, 1983 meeting, Item M150.

GENERAL OPERATING ACCOUNT  
DEPOSITORY CONTRACT

STATE OF TEXAS

COUNTY OF LUBBOCK

This Agreement made and entered into by and between the BOARD OF REGENTS of TEXAS TECH UNIVERSITY and of TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, hereinafter referred to as "UNIVERSITY", American State Bank, a banking corporation duly incorporated under the laws of the United States and authorized to do a banking business in the State of Texas and with its place of business in Lubbock, Texas, hereinafter called "BANK", and Mercantile National Bank, a national banking corporation incorporated under the laws of the United States and authorized to do a banking business in Dallas, Texas, hereinafter called "TRUSTEE".

WITNESSETH:

WHEREAS, the American State Bank has been designated as the General Operating Account Depository for funds and accounts of the University for a period beginning September 1, 1983, and ending August 31, 1987, with option for renewal in two-year increments thereafter upon mutual written agreement, and

WHEREAS, the parties have agreed that all funds deposited by the University will be secured in full at all times by a pledge with a trustee bank of bonds or other evidence of direct indebtedness issued by the United States, or bonds of any state, county, city, town, independent school district, common school district, or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Constitution thereof. A pledge of direct obligations of the United States Government will be made in an amount sufficient to cover all residence halls, Bookstore and University Center funds in keeping with existing agreements between the Board of Regents of Texas Tech University and the Housing and Home Finance Agency, and Department of Health and Human Services, and other federal agencies.

WHEREAS, the Mercantile National Bank has agreed to act as Trustee hereunder for said bonds and other indebtedness and to hold same in trust in accordance with this agreement:

NOW, THEREFORE, it is mutually agreed as follows:

I

DEPOSITS OF THE UNIVERSITY

That operating funds of the University for the period beginning September 1, 1983, and ending August 31, 1987, shall be deposited in the American State Bank, in such accounts as may be designated by the University.

It is understood that this agreement will always be subject to the statutes of the Congress of the United States and the State of Texas. In addition, this agreement is subject to and governed by the rules and regulations promulgated by the Office of the Comptroller of the Currency of the United States, the Board of Governors of the Federal Deposit Insurance Corporation, as such rules, regulations, and statutes now exist, or as they may be amended from time to time throughout and during the term of this contract, as well as other statutes. If this agreement should be, or become, in conflict with such statutes, rules and regulations, then this agreement, if not terminated as provided for herein, shall be amended to comply with such statutes, rules and regulations.

Demand deposit accounts holding funds of the University shall be subject to withdrawal at any time by the University. All demand deposit accounts in the Bank under the name of the University will be treated as if they were a single account in total. The Bank may as needed to cover withdrawals from an account transfer funds from another University account after notification is given to the University. The University may establish a special account for the purpose of facilitating such transfers.

During the term of this Contract the Bank will provide the University the services reflected in the accompanying Schedule of Bank Services, which is hereby made a part of this Contract. Such services will be furnished by the Bank at no charge to the University provided the University maintains an aggregate collected non-interest-bearing balance in all University accounts, combined, of at least \$1,150,000.00. For any calendar month during the term of this Contract that the University fails to maintain an average daily collected balance in the aggregate of all accounts of at least \$1,150,000.00 the Bank will charge the University a fee for all bank services combined as described herein, of \$8.50 for each \$1,000.00 of such balance not maintained.

The Bank shall, after deducting any reserves required to be set aside by federal or state laws, and after deducting the amount of \$1,150,000.00 described in the preceding paragraph, pay interest to the University, computed on a daily basis at the rate of ninety percent (90%) of the coupon equivalent interest rate established for U.S. Treasury bills maturing nearest to thirty days from the first day of each month, as quoted in the Wall Street Journal, on the remaining aggregate collected balance of all demand accounts of the University, and will provide the University with a statement each month of such interest paid.

At the termination of this Depository Contract, the University may leave with the Bank such funds as may be needed to cover outstanding checks or other obligations.

## II

### BONDS AND OTHER SECURITIES TO BE DEPOSITED WITH TRUSTEE FOR COLLECTION

a. American State Bank agrees to deliver to the Mercantile National Bank, as Trustee, bonds, notes, bills, certificates of obligation issued by the United States or by instrumentalities, agents, or corporations of the United States, or bonds of any state, county, city, town, independent school district, common school district or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Constitution thereof, in any amount, exclusive of accrued interest, based on current market value to secure all funds of the University. The market value of said bonds and other securities deposited with the Trustee shall at all times equal or exceed the amount of funds of the University on deposit with the Bank. The bonds or other securities mentioned above shall be kept and retained by said Trustee in trust so long as the depository relationship between the Bank and the University shall exist and thereafter so long as said deposits made by the University with the Bank or any portion thereof shall not have been paid by the Bank.

b. It is agreed and understood by all parties hereto that the Trustee hereunder will not be required to ascertain the amount of funds on deposit to the credit of the University with the Bank, nor the validity, authenticity, genuineness or negotiability of the securities deposited hereunder in trust by the Bank and shall not be liable to any one hereunder except for the safekeeping of the securities delivered to it.

c. Should the Bank fail at any time to immediately pay and satisfy upon presentation, any check, draft or voucher lawfully drawn upon any demand deposit, or in case the Bank becomes insolvent or in any manner breaches its contract with the University, it shall be the duty of the Trustee, upon proper demand of the University to sell such bonds, and out of the proceeds therefrom pay the University all damages and losses sustained by it, together with all expenses of any kind and every kind incurred by it on account of such failure or insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds.

d. Any sale by the Trustee herein made of such bonds, or any part thereof, will be a public sale. Provided, however, that said Trustee shall give notice to the University and the Bank of at least ten (10) days prior to the date of sale naming in said notice the time and place of such sale, and such sale shall be to the highest bidder for cash; and the University shall have the right to bid at such sale.

e. If the Bank shall desire to sell or otherwise dispose of any one or more of such bonds deposited with Trustee, it may substitute for any one or more of such bonds other bonds of the same character and amount, which said

right of substitution shall remain in full force and be exercised by the Bank as often as it may desire to sell or otherwise dispose of such original bonds or substitute bonds; provided, however, that at all times the aggregate amount of such bonds deposited with Trustee shall always be such that the aggregate market value thereof, exclusive of accrued interest, shall be at least equal to the sum of the University's funds or deposits in all accounts; if at any time the aggregate amount of such bonds so deposited with the Trustee be less than the total sum of the University's funds on deposit with said Bank, then in that event, Bank shall, upon demand in writing by University immediately deposit with Trustee such additional bonds as may be necessary to equal the total sum of said deposits.

f. Trustee shall furnish to both the University and the Bank an itemized receipt describing the securities in detail, and upon written request of the University, shall furnish as of any date requested, a completely itemized list of the bonds held as security for the University.

g. If at any time, the bonds in the hands of Trustee shall have a market value in excess of the sum of balances due University by the Bank, then on the written authorization of the Vice President for Finance and Administration, or the Comptroller, of Texas Tech University and Texas Tech University Health Sciences Center authorizing the withdrawal of a specified amount of bonds, Trustee shall deliver this amount of bonds and no more to Bank, taking its receipt therefor, and Trustee shall have no further liability for bonds so redelivered to Bank.

### III

When the relationship of depositor and depository between University and Bank shall have ceased to exist, and when Bank shall have properly paid out all of such present and future deposits of University, it shall be the duty of University to give Trustee a certificate to that effect, whereupon Trustee shall, with the approval of University, redeliver to Bank all bonds then in its possession belonging to Bank, taking its receipt therefor, and an order on said Trustee by University and receipt for such bonds by Bank shall be a full and final release of Trustee of all duties and obligations undertaken by it by virtue of these presents and it shall stand fully and finally acquitted of all liability of any kind and character whatsoever to both said University and said Bank.

IN WITNESS of the foregoing, parties hereto have signed their names by and through their respective undersigned officers hereunto duly authorized this 6th day of June, A.D., 1983.

ATTEST:

/s/ Freda Pierce  
Secretary to the Board of Regents

ATTEST:

/s/ Freda Pierce  
Secretary to the Board of Regents

ATTEST:

/s/ Bill Blackwell  
Cashier and Vice Pres.

ATTEST:

/s/ Jim Ford  
Securities Operations Officer

TEXAS TECH UNIVERSITY

/s/ Lauro F. Cavazos  
President

TEXAS TECH UNIVERSITY  
HEALTH SCIENCES CENTER

/s/ Lauro F. Cavazos  
President

/s/ Don Hudgeons, Exec. V.P.  
American State Bank (title)

/s/ Minnie L. Chipin  
Mercantile National Bank  
Operations Officer

(The Schedule of Bank Services on the following two pages is also made a part of this Contract.)

#### SCHEDULE OF BANK SERVICES

The Bank agrees that it will provide the following services to the University:

1. No service charge for maintaining accounts of the University.
2. No service charge for NSF checks received.
3. Act as paying agent for any and all bonds now outstanding.
4. Provide an investment service in eligible non-bank securities.
5. Handle all foreign and domestic exchange.
6. Provide wire transfer facilities.
7. Furnish night depository facilities.
8. Furnish suitable safety deposit box facilities.
9. Furnish cashier's checks.
10. Furnish collection services.
11. Make available bank-by-mail facilities and supplies.
12. Furnish printed checks on their regular stock forms, or magnetic ink imprinting on checks satisfactory to the University.
13. No charge for transfer of funds from one University account to another.
14. Provide the University with a telephone report of the balance in each account on a daily basis.
15. Provide daily a list of University checks in excess of \$10,000.00 face amount which cleared each University account that day.
16. Provide, at the discretion of the University, an overnight Repurchase Agreement for funds in University accounts at the close of Bank business each day at a rate equal to the rate paid on Repurchase Agreements generally for that day.
17. Provide Stop Payment services.
18. Prepare a statement on each account as of the last day of each month, with supporting checks arranged in sequential numerical order, provided the checks have the necessary magnetic ink encoding by which to do so. Further, the Bank will record these checks and deposits on magnetic tape furnished by the University, so that reconcilements of the statements may be made by the University on its electronic data processing equipment. These statements and supporting items will be available to the University by the tenth business day following the end of the month.
19. Provide coin counting service.
20. Provide currency/coin wrappers.
21. Provide deposit slips with magnetic ink encoding.
22. Provide lock boxes as required.
23. Provide CD safekeeping service.

Notwithstanding any provisions of this Schedule, the Bank will not provide any service if such action should be or should become, during the term of this contract, in violation of any federal, state or other applicable statute, or regulation or ruling of any legally instituted supervisory authority applicable to operations of the Bank, provided, however, that if a service is discontinued, the University may elect to terminate the contract upon ninety (90) days written notice to the Bank.

The accounts and business of the University should be coordinated through the Bank's Executive Vice President, Mr. Don Hudgeons. In his absence, Ms. Selma Sedgwick will be available to assist the University. The Vice President for Finance and Administration (VPFA) of the University will provide written notification to the Bank of all authorized individuals who may conduct business with the Bank on the University's behalf.

Commercial Concrete Company - Construction of Parking Lots

7. b. The following Agreement with Commercial Concrete Company in the amount of \$266,833 for construction of a commuter parking lot and a parking facility for the residence halls is entered for informational purposes. Execution of this contract was authorized in the Minutes of the March 25, 1983, meeting, Items M132 and M133.

Contract No. 448  
Account Number: 12-9136-200000

AGREEMENT

THIS AGREEMENT, made this 16 day of May, in the year Nineteen Hundred Eighty Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Dr. Lauro F. Cavazos, President, and Commercial Concrete, Lubbock, Texas, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for construction of parking lots, Texas Tech University.

ARTICLE 3

University Personnel Supervising Project

Mr. Dewey Shroyer  
Director, Grounds Maintenance

#### 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 20, 1983.

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

#### ARTICLE 5

##### CONTRACT SUM

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

Two Hundred Sixty Six Thousand Eight Hundred Thirty Three Dollars and no/100

(\$266,833)

#### ARTICLE 6

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer 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 Owner.

## 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	1
Notice to Bidders	1
Information to Bidders	3
Proposal Form	3
General Conditions	4
Special Conditions	2
Wage Rates	2
Details of Construction	2
Technical Specifications	39
Bid Bond Form	2
Power of Attorney	1
Payment Bond Form	2
Performance Bond Form	2
Equal Opportunity Clause	3

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

Included in the total contract sum is \$124,000 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 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  
COMMERCIAL CONCRETE COMPANY

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

By: /s/ James Duncan

C. B. Thompson Construction Company - Business Administration Stairway Addition

7. c. The following Agreement with C. B. Thompson Construction Company in the amount of \$589,558 for the construction of a stairway addition to the Business Administration Building is entered for informational purposes. Execution of this agreement was authorized in the Minutes of the May 13, 1983, meeting, Item M163.

Contract No. 450  
Account No: 62-A500-200000

AGREEMENT

THIS AGREEMENT, made this 20th day of May, in the year Nineteen Hundred Eighty Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Dr. Lauro F. Cavazos, President, and C. B. Thompson Construction Company, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the Business Administration Stairway Addition.

ARTICLE 3

ARCHITECT

C. F. Johnson, Architect  
1220 Broadway, Suite 707  
Lubbock, Texas 79401

#### ARTICLE 4

##### TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 300 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$200 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

Five Hundred Eighty Nine Thousand Five Hundred Fifty Eight Dollars and no/100

(\$589,558)

#### ARTICLE 6

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer 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
Index	4
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS	
Notice to Bidders	1
Information to Bidders	4
Proposal	2
Bid Bond	2
Agreement (Sample)	4
Performance Bond	2
Payment Bond	1
Power of Attorney	1
Exemption Certificate	1
Equal Opportunity Clause	3
Uniform General Conditions	27
Supplementary Conditions	18
Area Wage Rate Summary	1

DIVISION 1 - GENERAL REQUIREMENTS	23
DIVISION 2 - SITE WORK	20
DIVISION 3 - CONCRETE	27
DIVISION 4 - MASONRY	6
DIVISION 5 - METALS	19
DIVISION 6 - WOOD AND PLASTICS	4
DIVISION 7 - THERMAL AND MOISTURE PROTECTION	11
DIVISION 8 - DOORS AND WINDOWS	17
DIVISION 9 - FINISHES	27
DIVISION 10 - SPECIALTIES	1
DIVISION 11 through DIVISION 14 Not Applicable	
DIVISION 15 - MECHANICAL	30
DIVISION 16 - ELECTRICAL	11

Drawings dated: April 14, 1983

Sheets Arch. A-1 through 8, Structural S-1 through 3, Mechanical & Electrical 1 through 6

Addenda 1, 2, and 3

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

Included in the total contract sum is \$395,000 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 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  
C. B. THOMPSON CONSTRUCTION CO.

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

By: /s/ Terry Thompson  
Terry Thompson

O. W. Chisum and Company - HVAC Revisions in Science Building

7. d. The following Agreement with O. W. Chisum and Company in the amount of \$214,500 for modifications to heating, ventilation, and air conditioning in the Science Building is entered for informational purposes. Execution of this Agreement was authorized in the Minutes of the May 13, 1983, meeting, Item M162.

Contract No. 451  
Account No.: 12-6004-200008

AGREEMENT

THIS AGREEMENT, made this 20th day of May, in the year Nineteen Hundred Eighty Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Dr. Lauro F. Cavazos, President, and O. W. Chisum and Co., the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Energy Conserving HVAC Revisions in Science Building.

ARTICLE 3

ENGINEER

Fanning, Fanning and Agnew, Inc.  
2555 74th Street  
Lubbock, Texas

#### ARTICLE 4

##### TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 180 consecutive calendar days thereafter.

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

Two Hundred Fourteen Thousand Five Hundred Dollars and no/100  
\$214,500 (Including Alternate No. 1)

#### ARTICLE 6

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer 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:	
Notice to Bidders	1
Information for Bidders	4
Proposal Form for Lump Sum Contract	3
Bid Bond Form	2
Agreement Form	4
Performance Bond Form	1
Payment Bond Form	2
Power of Attorney Form	1
Exemption Certificate	1
Equal Opportunity Clause	3
Uniform General Conditions	21
Supplementary Conditions	16
Minimum Wage Scale	1

TECHNICAL SPECIFICATIONS

Division 1:	9
Division 2 through Division 8:	None
Division 9:	2
Division 10 through 11	None
Division 12 through Division 14	None
Division 15:	22
Division 16:	5

Drawings dated: March 3, 1983  
Sheets 1 thru 6

Addenda 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 \$146,550 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

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

CONTRACTOR  
O. W. CHISUM AND CO.

By: /s/ Calvin G. Leverett

Jake Diel Dirt & Paving Contractors, Inc. - Repair of Streets and Parking Lots

7. e. The following contract with Jake Diel Dirt & Paving Contractors, Inc., for sealing and repairing parking lots and streets, in the amount of \$151,182.76, is entered for informational purposes.

CONSTRUCTION SERVICES

Contract No. 457  
Account Number 62-A387-200000: \$75,000  
12-4400-200000: \$20,000  
12-4007-400000: \$10,000  
12-9136-200000: \$46,182.76

AGREEMENT

THIS AGREEMENT, made this 17th day of June, in the year Nineteen Hundred Eighty Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Dr. Lauro F. Cavazos, President, and Jake Diel Dirt & Paving Contractors, Inc., the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for repair of streets and parking lots.

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of One Hundred Fifty One Thousand One Hundred Eighty Two Dollars and 76/100 (\$151,182.76).

Included in the total contract sum is \$75,000.00 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

### ARTICLE 3

#### TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed by August 6, 1983.

The Contractor further agrees to pay, as liquidated damages, the sum of \$70.00 for each consecutive calendar day after date shown in Notice to Proceed.

### ARTICLE 4

#### PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and, provided further, that upon completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work, he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Owner.

## ARTICLE 5

### THE CONTRACT DOCUMENTS

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

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

## ARTICLE 6

### PAYMENT AND PERFORMANCE BONDS

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

## ARTICLE 7

### OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER  
TEXAS TECH UNIVERSITY

CONTRACTOR  
JAKE DIEHL DIRT & PAVING  
CONTRACTORS, INC.

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

By: /s/ Larry Roberts  
Larry Roberts

TEXAS TECH UNIVERSITY  
Office of Development  
June 1983  
Gifts and Grants

8. a.

SUMMARY

	<u>JUNE 1982</u>	<u>YTD FY '82</u>	<u>JUNE 1983</u>	<u>YTD FY '83</u>
Texas Tech University	<u>\$110,608.44</u>	<u>\$2,398,443.08</u>	<u>\$671,000.60</u>	<u>\$2,814,147.90</u>
Texas Tech University Foundation	<u>\$143,608.90</u>	<u>\$1,530,741.03</u>	<u>\$184,449.17</u>	<u>\$2,815,217.91</u>
<u>TOTAL:</u>	<u>\$254,217.34</u>	<u>\$3,929,184.11</u>	<u>\$855,449.77</u>	<u>\$5,629,365.81</u>

TEXAS TECH UNIVERSITY  
Office of Development  
June 1983  
Gifts and Grants

8. b.

<u>TEXAS TECH UNIVERSITY:</u>	<u>JUNE 1982</u>	<u>YTD FY '82</u>	<u>JUNE 1983</u>	<u>YTD FY '83</u>
1. Student Aid	\$ 15,966.14	\$1,011,282.58	\$ 43,779.18	\$1,071,622.14
2. Research	\$ 0.00	\$ 66,338.00	\$476,500.00	\$ 623,683.75
3. Cost-of-Education	\$ 5,395.00	\$ 269,202.71	\$ 20,872.99	\$ 240,763.40
4. The Museum	\$ 16,728.18	\$ 88,625.62	\$ 78.25	\$ 73,550.87
5. Conferences, Institutes, Clinics, etc.	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,232.00
6. University Unrestricted Endowments	\$ 0.00	\$ 700.00	\$ 0.00	\$ 0.00
7. Faculty and Staff Development	\$ 0.00	\$ 327,895.03	\$ 0.00	\$ 86,593.83
8. Buildings and Equipment	\$ 1,705.00	\$ 67,605.15	\$ 0.00	\$ 161,978.28
9. Miscellaneous Designated:				
a. Friends of the Library	\$ 60.00	\$ 161.00	\$ 649.05	\$ 1,088.05
b. Student Foundation	\$ 0.00	\$ 2,271.38	\$ 10.00	\$ 4,620.49
c. KTXT Educational TV	\$ 50,167.62	\$ 139,630.39	\$ 4,670.00	\$ 157,899.96
d. Ex-Students Association	\$ 0.00	\$ 0.00	\$ 10.00	\$ 620.00
e. Southwest Collection	\$ 50.00	\$ 150.00	\$ 0.00	\$ 7,842.08
10. Books and Publications	\$ 0.00	\$ 3,700.00	\$ 0.00	\$ 100.00
11. Undesignated	\$ 0.00	\$ 0.00	\$ 0.00	\$ 24.00
12. Land	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
13. Departmental Programs	\$ 15,381.50	\$ 160,392.78	\$ 6,623.40	\$ 51,564.65
14. Ranching Heritage Center	\$ 5,155.00	\$ 42,055.43	\$ 10,822.86	\$ 88,599.58
15. Gifts-in-Kind, Texas Tech University	\$ 0.00	\$ 218,433.01	\$ 93,766.21	\$ 201,893.16
16. Matching Gift Program	\$ 0.00	\$ 0.00	\$ 12,114.00	\$ 39,070.00
17. Seat Options	\$ 0.00	\$ 0.00	\$ 1,104.66	\$ 1,401.66
 <u>TOTAL:</u>	 <u>\$110,608.44</u>	 <u>\$2,398,443.08</u>	 <u>\$671,000.60</u>	 <u>*\$2,814,147.90</u>

\* Subject to Audit Verification

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

8. c.

<u>TEXAS TECH UNIVERSITY FOUNDATION</u>	<u>JUNE 1982</u>	<u>YTD FY '82</u>	<u>JUNE 1983</u>	<u>YTD FY '83</u>
1. Student Aid	\$ 2,010.00	\$ 283,647.40	\$ 30,646.00	\$ 468,593.04
2. Fund for Excellence	\$ 4,690.00	\$ 148,831.91	\$ 6,786.00	\$ 209,072.23
3. Fund for Institutional Planning & Dev.	\$ 5,500.00	\$ 84,147.76	\$ 12,360.00	\$ 112,805.29
4. Foundation Unrestricted Endowments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,490.50
5. Stadium Seat Options	\$ 2,141.00	\$ 54,378.67	\$ 9,273.00	\$ 55,826.97
6. Buildings and Equipment	\$ 500.00	\$ 31,100.00	\$ 0.00	\$ 15,000.00
7. Faculty and Staff	\$ 0.00	\$ 4,000.00	\$ 2,000.00	\$ 43,545.00
8. Academic Programs	\$ 9,400.00	\$ 9,400.00	\$ 0.00	\$ 228,600.70
9. Miscellaneous Designated:				
a. Friends of the Library	\$ 0.00	\$ 0.00	\$ 25.00	\$ 1,025.00
b. Student Foundation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
c. KTXT Educational TV	\$ 0.00	\$ 0.00	\$ 0.00	\$ 150.00
d. Ex-Students Association	\$ 0.00	\$ 0.00	\$ 900.00	\$ 900.00
e. Southwest Collection	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500.00
10. Gifts-in-Kind, TTU Foundation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 815,000.00
11. Matching Gift Program	\$ 0.00	\$ 0.00	\$ 470.00	\$ 11,317.50
12. Rents, Royalties, Interest & Dividends	\$ 33,912.97	\$ 338,170.64	\$ 26,848.27	\$ 167,477.25
13. Departmental Programs	\$ 0.00	\$ 0.00	\$ 10,625.00	\$ 19,190.00
14. Ranching Heritage Center	\$ 0.00	\$ 0.00	\$ 1,000.00	\$ 1,000.00
 SUB TOTAL:	 \$ 58,153.97	 \$ 953,676.38	 \$100,933.27	 *\$2,155,493.48
 <u>RED RAIDER CLUB-ATHLETIC SCHOLARSHIPS</u>	 \$ 85,454.93	 \$ 577,064.65	 \$ 83,515.90	 \$ 659,724.43
 TOTAL:	 \$143,608.90	 \$1,530,741.03	 \$184,449.17	 \$2,815,217.91

\* Subject to Audit Verification