

TEXAS TECH UNIVERSITY  
LUBBOCK, TEXAS  
MINUTES OF BOARD OF REGENTS MEETING  
1981 - 1982  
VOLUME I

MINUTES OF  
BOARD OF REGENTS MEETING  
January 29, 1982

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

Minutes

Board of Regents Meeting  
January 29, 1982

M72. The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center met in regular session at 8:30 a.m., Friday, January 29, 1982, in the Board of Regents Suite on campus. The following Regents were present: Mr. J. Fred Bucy, Chairman, Mr. James L. Snyder, Vice Chairman, Mr. Clint Formby, Mr. Rex Fuller, Mr. Joe Pevehouse, and Mrs. Anne Phillips. Regents John E. Birdwell, Roy K. Furr, and Nathan C. Galloway, M.D., were absent. University officials and staff present were: Dr. Lauro F. Cavazos, President; Dr. Eugene E. Payne, Vice President for Finance and Administration; Dr. John R. Darling, Vice President, and Dr. Leonard J. Brownlee, Jr., Assistant Vice President, Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Dr. Marilyn Phelan, General Counsel; Mr. Bill J. Parsley, Director, Office of Public Affairs; Mrs. Bea Zeeck, Director, University News and Publications; Mr. W. B. Harris, Interim Director, Development and University Relations; Mr. Robert Bray, Interim Director, Office of Planning; Dr. Sam Richards, Executive Director of Health Sciences Center Administration; Mr. Walter A. Brown, Director, Office of New Construction; Mr. Max C. Tomlinson, Assistant Vice President for Business Affairs, Health Sciences Center; Mr. Clyde J. Morganti, Assistant to the President, and Mrs. Sharon Nelson, Executive Secretary, Office of the President; Mrs. Freda Pierce, Secretary of the Board; Dr. John L. Baier, Assistant Vice President for Student Affairs and Dean of Students; Mr. Clyde Westbrook, Assistant Vice President, Budget and Fiscal Operations; Ms. Peggy Nodurft, Director, Health Sciences Center News and Publications; Dr. J. Ted Hartman, Interim Dean, School of Medicine; and Dr. Teddy Langford, Dean, School of Nursing.

Others present were: Dr. B. H. Newcomb, Faculty Senate; Mr. Mark Henderson, President, Student Association; Ms. Susan Corbett, University Daily; Ms. Susan Watson and Mr. Randy Mills, KLBK-TV; Ms. Pam Baird, KAMC-TV; and Mr. Dave Walker, KCBD-TV and KKAM Radio.

M73. Chairman Bucy called the meeting to order, and read the following statement: "The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center now having been duly convened in open session, and Statutory notice of these meetings of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce Executive Sessions of the Board to be held in compliance with Article 6252-17 Texas Civil Statutes, and these Executive Sessions are specifically authorized by Section 2 - Paragraphs E, F, and G, of the Statute." The Board reconvened in open session at 10:40 a.m. at the conclusion of the meeting for Texas Tech University Health Sciences Center.

M74. Mrs. Phillips reported for the Academic and Student Affairs Committee. The following six items (M75 through M80) constitute action taken upon committee recommendation.

M75. Upon motion made by Mrs. Phillips, seconded by Mr. Formby, the following was approved: RESOLVED, that the Board of Regents approves the change of the Department of Speech and Theatre Arts to the separate departments of Speech Communication, Theatre Arts, and Communication Disorders.

M76. Upon motion made by Mrs. Phillips, seconded by Mr. Pevehouse, the following was approved: RESOLVED, that the Board of Regents approves the Master of Fine Arts in Theatre Arts.

M77. Upon motion made by Mrs. Phillips, seconded by Mr. Pevehouse, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the appointment of Mr. Byron Fullerton as Professor of Law with tenure at Texas Tech University.

M78. Upon motion made by Mrs. Phillips, seconded by Mr. Pevehouse, the following was approved: RESOLVED, that the Board of Regents approves the degree program leading to the Bachelor of Business Administration with major in Petroleum Land Management.

M79. Upon motion made by Mrs. Phillips, seconded by Mr. Pevehouse, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies administrative actions relating to leaves of absence for the individuals named on the attached list; Attachment No. M1.

M80. Mrs. Phillips commented that the committee had heard a very interesting achievement report and planning statement from the College of Agricultural Sciences at its meeting on Thursday.

M81. Mr. Fuller reported for the Finance Committee. The following nine items (M82 through M90) constitute action taken upon committee recommendation.

M82. Upon motion made by Mr. Fuller, seconded by Mr. Pevehouse, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the new policy for reimbursement of their expenses as attached; Attachment No. M2.

M83. Upon motion made by Mr. Fuller, seconded by Mr. Pevehouse, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the new policy for reimbursement of the President's expenses as attached; Attachment No. M3.

M84. Upon motion made by Mr. Fuller, seconded by Mr. Pevehouse, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the new policy for budget rules and procedures as attached; Attachment No. M4.

M85. Upon motion made by Mr. Fuller, seconded by Mrs. Phillips, the following was unanimously approved: RESOLVED, that the normal retirement age for University employees will occur on or before the last day of the fiscal year in which the employee reaches age 70. The President may approve part-time University employment for retirees whose appointments do not exceed one-half time. Appointments for more than one-half time may be recommended by the President for Board approval. All such appointments must be approved annually.

M86. Upon motion made by Mr. Fuller, seconded by Mr. Pevehouse, the following was approved: RESOLVED, that the fee charged to students who voluntarily participate in the New Student Orientation Program be increased from \$7 per student to \$9 per student effective with the 1982 summer program. This fee is in addition to any lodging and meal costs charged program participants who request these accommodations.

M87. Upon motion made by Mr. Fuller, seconded by Mr. Pevehouse, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University does hereby accept from Mr. and Mrs. Stanley Stribling, and Mr. and Mrs. Bill Pfluger and sons, Michael and Reid, title to the tract of land described in Attachment A as a gift from these families of San Angelo, Texas; Attachment No. M5.

M88. Upon motion made by Mr. Fuller, seconded by Mrs. Phillips, the following was approved: RESOLVED, that the President is given the authority to retain the firm of Camp, Dresser and McKee at the cost of \$70,000 to provide professional assistance to conduct a study of the groundwater on the campus and develop a plan to manage the water resources at Texas Tech University.

M89. Upon motion made by Mr. Fuller, seconded by Mr. Pevehouse, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies administrative actions relating to payment of accounts and commissioning of peace officers as attached; Attachment No. M6.

M90. Mr. Fuller made the following statement: "One comment I would like to make, Mr. Chairman, relates to receivables. Occasionally, there may be organizations which owe the institution funds and have not proceeded in a business-like fashion to make payment. In discussing this matter, the Finance Committee has directed the Vice President for Finance and Administration to develop a regental policy on charging interest to organizations which are more than thirty days behind in payments to the university when the debt amount is more than \$10,000. This would not include students. The Vice President for Finance and Administration has been asked to report to the committee at the next regular Regents meeting. The same policy will apply to both entities."

M91. Mr. Pevehouse reported for the Campus and Building Committee. The following eight items (M92 through M99) constitute action taken upon committee recommendation.

M92. Upon motion made by Mr. Pevehouse, seconded by Mr. Fuller, the following was approved: RESOLVED, that the contract documents are approved and authority given to receive bids for the modifications of heating, ventilation, and air conditioning systems in the Business Administration Building (Energy Conservation Project).

M93. Upon motion made by Mr. Pevehouse, seconded by Mr. Fuller, the following was approved: RESOLVED, that the bid of Armstrong Mechanical Company in the amount of \$265,400 for the modifications of the heating, ventilation and air conditioning systems in the Food Science/Home Economics Building is accepted and the President and Chief Executive Officer is authorized to duly execute a contract.

M94. Upon motion made by Mr. Pevehouse, seconded by Mr. Snyder, the following was approved: RESOLVED, that the bid of Armstrong Mechanical Company in the amount of \$237,300 for the modifications of the heating, ventilation, and air conditioning systems in the Administration Building is accepted and the President and Chief Executive Officer is authorized to duly execute a contract.

M95. Upon motion made by Mr. Pevehouse, seconded by Mr. Fuller, the following was approved: RESOLVED, that the bid of Tarver Electric Company in the amount of \$177,563 for the installation of a fire safety system in the Wiggins Residence Complex is accepted and the President and Chief Executive Officer is authorized to duly execute a contract.

M96. Upon motion made by Mr. Pevehouse, seconded by Mr. Fuller, the following was approved: RESOLVED, that the contract documents are approved and authority is given to receive bids for the renovation of the first floor of the west wing of Doak Hall as offices for the Department of Housing.

M97. Upon motion made by Mr. Pevehouse, seconded by Mrs. Phillips, the following was approved: RESOLVED, that the contract documents are approved and authority is given to receive bids for the renovation of the bathrooms in the north wing of Gordon Residence Hall.

M98. Upon motion made by Mr. Pevehouse, seconded by Mr. Fuller, the following was unanimously approved: RESOLVED, that the Board of Regents' policy on Building Program, 01-02-06.05, dated March 30, 1979, be replaced with the attached revision; Attachment No. M7.

M99. Upon motion made by Mr. Pevehouse, seconded by Mrs. Phillips, the following administrative actions relating to completion dates were approved:

1. To record December 14, 1981, as the completion date for the installation of a passenger elevator at the Journalism Building.
2. To record December 14, 1981, as the completion date for the rehabilitation of the Dry Food Storage and Freezer Storage in the University Center.
3. To record January 5, 1982, as the completion date for the Addition to the Music Building.

M100. Mr. Fuller reported for the Public Affairs, Development and University Relations Committee and made the following statement: "Mr. Chairman, I would like to make one final comment concerning discussions we have had with Dr. Cavazos and his staff on the development of goals for the university. Dr. Cavazos had discussed with me his plans to develop specific university goals and to regularly review these goals with the Board. We discussed this at the Finance Committee and were in full agreement that this would be a good step forward in helping to assure continued progress at the university. We want to encourage Dr. Cavazos and his staff to vigorously pursue this project and to give us a status report at the next regular meeting of the Board.

M101. Mr. Fuller reported for the Committee of the Whole. Upon motion made by Mr. Fuller, seconded by Mr. Pevehouse, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the attached policy statement governing the use of University-owned aircraft; Attachment No. M8.



M102. Chairman Bucy appointed an Ad Hoc Committee composed of Mr. Pevehouse, Chairman, and Mrs. Phillips to recommend a policy to the Board of Regents for the naming of buildings and facilities as recognition for gifts made to the University or the Health Sciences Center.

M103. Upon motion made by Mrs. Phillips, seconded by Mr. Pevehouse, the Minutes of the meeting of November 13, 1981, were approved.

M104. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

Attachments (January 29, 1982)

- M1. Leaves of Absence; Item M79.
- M2. Policy for Reimbursement of Board Members' Expenses; Item M82.
- M3. Policy for Reimbursement of President's Expenses: Item M83.
- M4. Policy for Budget Rules and Procedures; Item M84.
- M5. Gift of Land in Val Verde County, Texas; Item M87.
- M6. Administrative Actions Regarding Approval and Payment of Accounts and Commissioning of Peace Officers; Item M89.
- M7. Revision of Board Policy on Building Program; Item M98.
- M8. Policy Governing Use of University-owned Aircraft; Item M101.

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 January 29, 1982.

(Mrs.) Freda Pierce, Secretary

SEAL

January 29, 1982

Leaves of Absence

Approve an extension of leave of absence without pay for Dr. O. P. Esteves, Associate Professor in the College of Education, for the period January 15, 1982, through May 31, 1982. Extending this leave would enable Dr. Esteves to continue her Fulbright Fellowship in Brazil, and approval is recommended by Dr. Darling.

Approve leave of absence without pay for Mr. Robert H. Gault, Associate Professor in the Department of Petroleum Engineering for the period January 15, 1982, through May 31, 1982. This leave is requested to enable Mr. Gault to serve as consultant to the CMI Corporation in Oklahoma City, Oklahoma, at which time he will pursue the development of a new sucker rod pumping system which he has designed. Approval of this leave is recommended by Dr. Darling.

Approve leave of absence without pay for Dr. Shrikant S. Panwalker, Associate Professor in Industrial Engineering from January 15, 1982, through May 31, 1982. This leave is requested to permit Dr. Panwalker to work in Poona, India, as a research faculty member for Tata Management Training Centre. Approval of this leave is recommended by Dr. Darling.

Approve a revision to the leave of absence without pay date for Professor Reed W. Quillam in the School of Law to be changed from November 1, 1981, through May 31, 1982, to the corrected date of November 1, 1981, through August 31, 1982. This leave is to permit him to serve with the State Bar of Texas. It was recorded in the Board Minutes of October 3, 1981, Item M32, Attachment No. M5.

Approve leave of absence without pay for Assistant Professor Richard Harber in the Department of Economics, from January 16, 1982, through August 31, 1982. Approval of this leave will enable him to accept a Fulbright lectureship in Fortaleza, Ceara, Brazil where he will be teaching macroeconomics, advising and directing master students' research and engaging in research at the Universidade Federal do Ceara. This experience should be of professional benefit to Professor Harber, and of subsequent benefit to Texas Tech University.

Approve extending leave of absence without pay for Dr. Vincent P. Luchsinger, Professor in the Area of Management, for the period September 1, 1982, through January 15, 1983. Approval of this extension will enable him to continue work on a project at the University of Baltimore in Baltimore, Maryland, and should be of professional benefit to Dr. Luchsinger and of subsequent benefit to Texas Tech University.



01-01-07.01     Travel and Other Expenses for Members of the Board of Regents

(1) All travel by members of the Board of Regents which is to be paid from University and Health Sciences Center funds shall be for official business.

(2) Members when traveling on official business are authorized by law to be reimbursed from appropriated funds for the actual cost of meals, lodging, local transportation and parking fees and for airfare at the next lowest rate below first class unless it is not available. Members are authorized to travel first class when considered appropriate by the member and will be reimbursed for the additional costs thereof from other funds. Other funds are those derived from gifts from private sources.

(3) When a spouse is required for a valid public purpose, as determined by the member, to accompany the member, the spouse's expenses shall be reimbursed from other funds.

(4) Members may use the University aircraft to travel on official business which serves a valid public purpose as determined in advance by the Chairman of the Board or the Chairman of the Finance Committee.

(5) Vouchers for travel or other expenses of members will be prepared in the Office of the Board of Regents, forwarded to the Office of Finance and Administration for review and returned to the Office of the Board of Regents. Either the Chairman of the Board or the Chairman of the Finance Committee must approve all travel vouchers for members. A member may not approve his own voucher.

(6) Vouchers for reimbursements to members for other expenses shall be processed in accordance with (5) above. These expenses must be for a valid public purpose as certified by the member. Any extraordinary expenses must be approved in advance by either the Chairman of the Board or the Chairman of the Finance Committee.

(7) The Vice President for Finance and Administration will assure that expense vouchers for members are audited annually by an external auditor.

01-04-07.02

Travel and Other Expenses of the President.

(1) All travel of the President which is to be paid from University and Health Sciences Center funds shall be for official business.

(2) The President is the executive head of a State agency and, when traveling on official business, is authorized by law to be reimbursed from appropriated funds for the actual cost of meals, lodging, local transportation and parking fees and for airfare at the next lowest rate below first class unless it is not available. The President is authorized to travel first class when considered appropriate by the President and to be reimbursed for the additional cost thereof from other funds. Other funds are those derived from gifts from private sources.

(3) When a spouse is required for a valid public purpose, as determined by the President, to accompany the President or to travel alone, the spouse's expenses shall be reimbursed from other funds.

(4) The President may use the University aircraft to travel on official business which serves a valid public purpose as determined by the President.

(5) Vouchers for travel or other expenses of the President will be forwarded to the Office of Finance and Administration for review and then forwarded for approval by the Chairman of the Finance Committee or, in his absence, the Chairman of the Board. Vouchers should be approved normally within 10 days.

(6) Whenever official business shall require the President to be absent from the campus for a period in excess of 7 days, excluding official University holidays, the Office of the Board of Regents shall be notified in writing, with copies of the correspondence provided to the Chairman and the Vice Chairman of the Board.

(7) The Vice President for Finance and Administration will assure that processed expense vouchers for the President are audited annually by an external auditor.

01-02-07.08

Budget Rules and Procedures

The Board of Regents is required by law and Board Policy 01-02-01.111 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 bona fide promotions or supplemental compensation payments as provided by law.

(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 AND GRANTS ARE TO BE APPROVED AS FOLLOWS:

Submittal and acceptance of research contracts and grants of \$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 the Chairman of the Finance Committee. Research contracts and grants of lesser amounts must be approved by either the Vice President for Research and Graduate Studies or the Vice President for Finance and Administration.

ATTACHMENT "A"

All that certain lot, tract, or parcel of land in Val Verde County, Texas, consisting of 91.827 acres of land, more or less, out of and a part of Survey No. 51, Block S-3, E.L. & R. R. RR. Co. and described by metes and bounds as follows:

BEGINNING at a point at the West line of said Survey No. 51 in which point the Northwest corner of said Survey No. 51 BRS.: North 4230 ft., for the Northwest corner of this tract;

THENCE East 2640.69 ft. to a point in the East line of said Survey No. 51 for the Northeast corner of this tract;

THENCE South 1040 ft. with the East line of said Survey No. 51 to the intersection with the 1144.3 ft. contour line of Lake Amistad for the Southeast corner of this tract;

THENCE up the meander 1144.3 ft. contour line on Lake Amistad and Rio Grande to the intersection with the West line of said Survey No. 51 for the Southwest corner of this tract;

THENCE North 1579 ft. with the West line of Survey No. 51 at 79 ft. past an iron stake and rock mound to the place of BEGINNING.

1. For approval and payment of all accounts covering expenditures for State-appropriated funds and all other University-controlled funds to Lynn Schenck, Assistant Supervisor, Accounts Payable, effective January 29, 1982, through August 31, 1982, or until such time as she is separated from the University or assigned another responsibility.
2. Commission as Peace Officers the following persons, effective the date 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:

James Lee Oswalt  
Joe Edward Strange

January 1, 1982  
January 1, 1982.



01-02-06.05     Building Program

1. All construction projects in the amount of \$50,000 or more require the following actions by the Board of Regents:

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

B. establishment of a maximum project budget;

C. appointment of the architect;

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

E. acceptance of bids and award of contracts; and

F. recording of a completion date.

2. All University building renovation and construction projects not performed by University personnel will be competitively bid unless otherwise approved by the Board.

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

01-02-07.09 Use of University-Owned Aircraft

1. University-owned aircraft are to be used only for travel required in the conduct of official business and matters that are in the interest of the University.

2. The administration is to provide insurance coverage for the aircraft, pilot(s) and passengers.

3. The University aircraft is to be made available to other State agencies when not required by the University.

4. The University aircraft is to be operated within the guidelines and regulations for use of State-owned aircraft as established by the State Aircraft Pooling Board, the Legislature, and other appropriate State agencies and offices.

5. The administration is to maintain adequate records of flights, destinations, passengers, purpose of flights, and other essential details to permit filing of accurate reports that are required by the State Aircraft Pooling Board, the Legislature, and other appropriate State agencies and offices.

6. Procedures are to be established by the administration to provide for (1) an orderly system of requesting the use of the aircraft, (2) verification of "official business," and (3) a statement of priorities for the assignment of the aircraft when conflicting requirements arise.

7. Cost of operations of the aircraft are to be borne by those using the aircraft and the cost of each flight will normally be prorated among the passengers.

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 - October through January, 1982 -----                     | 1           |
| 2. Resignations and/or Terminations - General Administration, Teaching, and Non-Classified Positions - October through January, 1982 ----- | 2           |
| 3. Summary of Faculty and Professional Staff Appointments other than Professorial Ranks - October through January, 1982 -----              | 3           |
| 4. Summary - Doctoral Employment Survey - 1980-81 -----  | 4           |
| 5. Employment Status, 1980-81 Doctoral Graduates -----   | 5           |
| 6. Summary - Official Travel - Cumulative by Fiscal Quarter, Fiscal Year 1982 -----  | 10          |
| 7. <u>Contracts</u>  |             |
| a. Southern Bleacher Company - Intercollegiate Baseball Field, Phase II-----   | 12          |
| b. West Texas Mechanical, Inc. - Art/Architecture Building, Heating, Ventilation and Air Conditioning -----                                | 17          |
| c. West Texas Mechanical, Inc. - Mass Communications Building, Heating, Ventilation and Air Conditioning -----                             | 21          |
| 8. <u>Gifts and Grants</u>   |             |
| a. Summary of Gifts and Grants - September 1, 1981 through November 30, 1981 -----   | 25          |
| b. Summary of Gifts and Grants by Type of Donor and Geographic Area -----  | 26          |
| c. Summary of Gifts and Grants - Fiscal Year/Monthly Comparison --   | 27          |
| 9. <u>Commencement Program - December 18, 1981</u> -----   | 28          |

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Appointments - General Administration  
Teaching, and Non-Classified Positions  
October through January, 1982

1.

| <u>Name, Rank, and/or Title</u>  | <u>Department<br/>or Office</u>         | <u>Appointment<br/>Period</u> |
|--|---|-------------------------------|
| Brownlee, Leonard James<br>Assistant Vice President<br>Assistant Professor | Office of Academic Affairs<br>Education | 12-15-81/8-31-82              |
| Clancy, Donald<br>Associate Professor                                      | Business Administration                 | 1-15-82/5-31-82               |
| Malmborg, Charles Joseph<br>Assistant Professor                            | Industrial Engineering                  | 9-1-82/5-31-83                |
| McCaslin, Thomas E.<br>Assistant Professor                                 | Business Administration                 | 1-15-82/5-31-82               |
| Richards, Michael L.<br>Assistant Professor                                | Geosciences                             | 1-15-82/5-31-82               |

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Resignations and/or Terminations -  
General Administration, Teaching, and Non-Classified Positions -  
2. October through January, 1982

| <u>Name, Rank, and/or Title</u>            | <u>Department<br/>or Office</u> | <u>Effective<br/>Date</u> |
|--|---------------------------------|---------------------------|
| Boren, Angela<br>Assistant Professor       | Food and Nutrition              | 1-16-82                   |
| DeKeyser, Thomas L.<br>Assistant Professor | Geosciences                     | 5-31-82                   |
| Longworth, Donald S.<br>Professor          | Home and Family Life            | 1-31-82                   |
| *McKelvy, Mary V.<br>Assistant Professor   | Speech Pathology/Audiology      | 9-1-81                    |
| Michael, Marion C.<br>Professor            | English                         | 12-31-81                  |
| Reynolds, Paul D.<br>Associate Professor   | School of Law                   | 10-30-81                  |
| Rogers, John R.<br>Professor               | Education                       | 1-16-82                   |
| Sellmeyer, Ralph L.<br>Professor           | Mass Communications             | 9-1-82                    |
| Waln, Virginia Gail<br>Assistant Professor | Speech Communication            | 8-31-82                   |

\*Deceased

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only. Faculty Appointments  
other than Professorial Ranks  
October through January, 1982

3.

| <u>Description</u>      | <u>Appointment Period</u>   |                               |
|-------------------------|-----------------------------|-------------------------------|
|                         | <u>9 months<br/>or over</u> | <u>4.5 months<br/>or over</u> |
| 1. Instructor           | -0-                         | -2-                           |
| 2. Part-time Instructor | -0-                         | -3-                           |
| 3. Teaching Assistant   | -0-                         | -1-                           |
| 4. Lecturer             | -0-                         | -3-                           |
| TOTAL                   | -0-                         | -9-                           |



DOCTORAL EMPLOYMENT SURVEY

1980 - 81  
SUMMARY <sup>1</sup>

4.

Doctoral Recipients by Degree Granted and Graduation Period

| DATE           | D.B.A. | Ed.D. | Ph.D. | TOTAL |
|----------------|--------|-------|-------|-------|
| December, 1980 | 3      | 7     | 16    | 26    |
| May, 1981      | 1      | 7     | 29    | 37    |
| August, 1981   | 5      | 7     | 15    | 27    |
| TOTAL          | 9      | 21    | 60    | 90    |

Primary Type of Employment

| ACADEMIC                                    | NON-ACADEMIC  |
|---|---|
| College/University teaching and research 47 | Business/industry research and administration 7                           |
| College/University administration 9         | Local, state, or federal government research and professional services 11 |
| Pre-College teaching and administration 9   | Self-employed 2   |
| Postdoctoral study and research 5           |   |
| TOTAL 70                                    | 20  |

Type and Location of Employment,<sup>2</sup> Three Year Summary

|                        | 1978-79 | 1979-80 | 1980-81 |
|------------------------|---------|---------|---------|
| ACADEMIC Texas         | 35      | 38      | 38      |
| ACADEMIC Non-Texas     | 35      | 37      | 32      |
| NON-ACADEMIC Texas     | 9       | 10      | 10      |
| NON-ACADEMIC Non-Texas | 18      | 19      | 10      |
| Unemployed             | 5       | 0       | 0       |

<sup>1</sup> As of November, 1981

<sup>2</sup> As of November following graduation

EMPLOYMENT STATUS  
1980-81 DOCTORAL GRADUATES

Board Minutes  
January 29, 1982  
Page 5

5.

| AGRICULTURAL SCIENCES   | POSITION  | PLACE OF EMPLOYMENT   | NEW/<br>FORMER |
|---|---|---|----------------|
| <u>Land Use Planning,<br/>Management &amp; Design</u><br>Larry Zuercher | Landscape Architect   | M N D Partners, Inc., Dallas, TX  | N              |
| ARTS AND SCIENCES   |   |   |                |
| <u>Art</u><br>Jack A. Favre<br>Billy J. Moore                           | Postdoctoral Study<br>Coordinator of Gifted<br>and Talented Education | Texas Tech University<br>Education Service Center,<br>El Paso, TX   | N<br>N         |
| <u>Biology</u><br>Hernan P. Cequea Ruiz                                 | Assistant Professor   | Universidade de Oriente, Cumana,<br>Venezuela   | N              |
| Rodney L. Honeycutt   | Postdoctoral Research<br>Associate                                    | Research School of Biological<br>Sciences, Australian National<br>University, Canberra City,<br>Australia | N              |
| Michael J. Wargovich  | Postdoctoral Research<br>Associate                                    | Ontario Cancer Institute,<br>Toronto, Canada  | N              |
| <u>Classical and Romance<br/>Languages</u>                              |   |   |                |
| Joe H. Alcorta  | Assistant Professor and<br>Head, Dept. of Foreign<br>Languages        | Hardin-Simmons University   | F              |
| Glynn L. Fletcher   | Assistant Professor   | West Georgia College  | N              |
| Roderick J. MacIntosh   | Lecturer in Humanities  | College of the Bahamas  | N              |
| Ramon Magrans   | Assistant Professor   | University of Wisconsin at<br>Eau Claire  | N              |
| Elena P. Smith  | Lecturer  | San Antonio College   | F              |
| <u>Chemistry</u>  |   |   |                |
| Oscar L. Farnig   | Postdoctoral Research<br>Associate                                    | University of California, Santa<br>Barbara  | N              |
| Chin-Kang Jim Liang   | Assistant Professor   | University of Texas at San<br>Antonio   | N              |
| Michael T. Stephenson   | Research Chemist  | Texaco, Inc.  | N              |
| Il-Woo Yang   | Captain and Assistant<br>Professor                                    | Korea Military Academy  | F              |
| Minjoong Yoon   | Postdoctoral Research<br>Associate                                    | Columbia University   | N              |
| <u>Economics</u><br>William D. Smith                                    | Assistant Professor   | University of Texas at El Paso  | N              |

EMPLOYMENT STATUS  
1980-81 DOCTORAL GRADUATES

Board Minutes  
January 29, 1982  
Page 6

|                       | POSITION                                       | PLACE OF EMPLOYMENT  | NEW/<br>FORMER |
|-----------------------|--|--|----------------|
| <u>English</u>        |  |  |                |
| Mary G. Belcher       | Self-employed                                  | Roswell, NM  | F              |
| Cremilda T. Lee       | Assistant Professor                            | Ewha Women's University, Seoul,<br>Korea                       | N              |
| Sung-Il Lee           | Assistant Professor                            | Yonsei University, Seoul, Korea                                | N              |
| <u>History</u>        |  |  |                |
| William E. Green      | Curator  | Witte Museum, San Antonio                                      | N              |
| Michael R. Heintze    | Assistant Director of<br>Admissions            | Texas Lutheran College   | F              |
| Rodolfo Rocha         | Assistant Professor                            | Pan American University  | F              |
| <u>Math</u>           |  |  |                |
| Maria C. Fuente       | Assistant Professor                            | Wichita State University                                       | N              |
| E-Bin Hwang           | Senior Statistical Analyst                     | Industrial Accident Prevention<br>Association, Toronto, Canada | N              |
| Robert J. Pavur       | Assistant Professor                            | North Texas State University                                   | N              |
| Alfred J. Reich       | Statistician                                   | McDonnell-Douglas Aircraft,<br>Houston, TX                     | N              |
| <u>Music</u>          |  |  |                |
| Everett M. Alfred     | Professor and Director of<br>Choral Music      | Odessa College   | F              |
| William K. Fulton     | Director of Choral Activi-<br>ties             | Southwest Texas State University                               | F              |
| Steven E. Paxton      | Assistant Professor                            | Texas Tech University  | N              |
| Susan E. Pickett      | Assistant Professor                            | Whitman College, Walla Walla, WA                               | N              |
| Marion Rodman         | Band Director                                  | San Marcos Independent School<br>District                      | N              |
| <u>Psychology</u>     |  |  |                |
| Lelia H. Alexander    | Psychologist                                   | Veterans Administration Hospital<br>Leavenworth, KS            | N              |
| Roger D. Allen        | Psychologist                                   | Albemarle Mental Health Center,<br>Elizabeth City, NC          | N              |
| Steven C. Callahan    | Psychologist                                   | Private Practice, Houston, TX                                  | N              |
| Mitchell E. Harris    | Psychologist                                   | Western Tidewater Mental Health<br>Center, Suffolk, VA         | N              |
| Catherine A. McGrogan | Psychologist                                   | Albemarle Mental Health Center,<br>Elizabeth City, NC          | N              |
| Carolyn B. Reed       | Psychologist                                   | Lubbock Mental Health & Mental<br>Retardation Center           | F              |
| Marc Shoen            | Psychologist & Director,<br>Alcoholism Program | Los Angeles Veterans Administra-<br>tion                       | N              |

**EMPLOYMENT STATUS  
1980-81 DOCTORAL GRADUATES**

Board Minutes  
January 29, 1982  
Page 7

|                                | POSITION                          | PLACE OF EMPLOYMENT  | NEW/<br>FORMER |
|--------------------------------|-----------------------------------|--|----------------|
| <b>Theatre Arts</b>            |                                   |  |                |
| Michael P. Bautista            | Assistant Professor and Designer  | University of Tulsa  | F              |
| Mona R. Brooks                 | Assistant Professor               | University of New Orleans  | F              |
| Kevin L. Graves                | Assistant Professor               | University of New Orleans  | N              |
| Jerry L. Martin                | Associate Professor and Chairman  | Muskingum College, New Concord, OH   | F              |
| Cynthia L. Phaneuf             | Part-time Instructor              | South Plains College   | N              |
| <b>BUSINESS ADMINISTRATION</b> |                                   |  |                |
| Arthur Boyett                  | Assistant Professor               | University of Kentucky   | N              |
| Dalton L. Bigbee               | Assistant Professor               | Louisiana Tech University  | N              |
| P. Chandrasekaran              | Assistant Professor               | North Texas State University   | N              |
| Parviz Gandforoush             | Assistant Professor               | Virginia Polytechnic Institute and State University                                | N              |
| Michael E. Hanna               | Assistant Professor               | University of Texas at Arlington   | N              |
| Clyde E. Jenkins               | Assistant Professor               | Southern Illinois University at Carbondale   | N              |
| Martha S. Lilly                | Assistant Professor               | University of Wyoming  | N              |
| Debra S. Raiborn               | Assistant Professor               | Bradley University   | N              |
| Michael S. Wang                | Assistant Professor               | University of Texas at Austin  | N              |
| <b>EDUCATION</b>               |                                   |  |                |
| Robbie S. Adkisson             | Educational Diagnostician         | Dallas Area Public Schools   | N              |
| Adolfo R. Barrera              | Learning Specialist               | Counseling Center, University of Texas at Austin                                   | N              |
| Clara J. Ford                  | Kindergarten Teacher              | Iles Elementary School, Lubbock  | F              |
| Quinn A. Larson                | Director of Student Activities    | Midland College  | N              |
| Shirley L. Caskey              | Chairperson, Dept. of Humanities  | El Paso Community College  | F              |
| William E. Danley              | Assistant Professor               | Texas Tech University  | N              |
| Joseph H. Doenges              | Assistant Principal               | Boerne High School   | N              |
| Alfred R. Dooley               | Psychologist                      | Travis State School, Austin, TX  | N              |
| Darline H. Gamble              | School Psychologist               | Littlefield Educational Co-op  | N              |
| James A. Gamble                | School Psychologist               | Littlefield Educational Co-op  | N              |
| Leslie L. Huling               | Research Associate                | Research & Development Center for Teacher Education, University of Texas at Austin | N              |
| William L. Johnson             | Assistant Professor               | Ambassador College, Big Sandy, TX  | N              |
| Robert A. LaGrone              | Research Planning Associate       | Dept. of Evaluation, Research & Planning, El Paso Independent School District      | N              |
| Mary L. Luchsinger             | Assistant Professor of Management | Johns Hopkins University   | N              |

EMPLOYMENT STATUS  
1980-81 DOCTORAL GRADUATES

Board Minutes  
January 29, 1982  
Page 8

|                             | POSITION                         | PLACE OF EMPLOYMENT  | NEW/<br>FORMER |
|-----------------------------|----------------------------------|--|----------------|
| <b>EDUCATION (Cont.)</b>    |                                  |  |                |
| Callie P. Mickey            | Assistant Professor of Sociology | Lubbock Christian College  | F              |
| Claire A. Nussbaum          | Assistant to the Dean            | College of Liberal Arts, University of Texas at El Paso                        | N              |
| Jerilyn K. Pfiefer          | Assistant Professor              | Abilene Christian University   | N              |
| Harley J. Tefertiller       | Superintendent                   | Lubbock Christian Schools  | F              |
| Reginald P. Ukwuije         | Research and Administration      | Ministry of Education, Nigeria   | N              |
| Charles Whitfield           | Assistant Professor              | Morehead State University  | N              |
| Elizabeth S. Wilcox         | Assistant Professor              | North Carolina State University  | N              |
| <b>ENGINEERING</b>          |                                  |  |                |
| <u>Engineering</u>          |                                  |  |                |
| Alan Dale Brashea           | Research Agricultural Engineer   | USDA, Agricultural Research Service, South Plains Research Center, Lubbock, TX | F              |
| <u>Electrical Engineer:</u> |                                  |  |                |
| Ian L. C. Burrows           | Research and Design Engineer     | Mostek Corp., Dallas, TX   | N              |
| Gary Froelich               | Research and Design Engineer     | Sandia Laboratories, Albuquerque, NM   | N              |
| <u>Industrial Engineer:</u> |                                  |  |                |
| Shihab S. Asfour            | Assistant Professor              | University of Miami (Florida)  | N              |
| Oliver E. Charles-Owaba     | Assistant Professor              | University of Ibadan, Nigeria  | N              |
| Chung Chiung Kao            | Research Engineer                | Bell Labs, Holmden, NJ   | N              |
| Stephen J. Morriss          | Assistant Professor              | Auburn University  | N              |
| <b>HOME ECONOMICS</b>       |                                  |  |                |
| <u>Home and Family Life</u> |                                  |  |                |
| June W. Read                | Mental Health Therapist          | Washakie Mental Health Service, Worland, WY                                    | N              |
| Darrel R. Rutherford        | Associate Director of Training   | Office of Research & Training in Mental Retardation, Texas Tech                | N              |
| Marilyn F. Stuckey          | Assistant Professor              | Eastern New Mexico State University, Portales, NM                              | F              |

EMPLOYMENT STATUS  
1980-81 DOCTORAL GRADUATES

Board Minutes  
January 29, 1982  
Page 9

|  | POSITION  | PLACE OF EMPLOYMENT  | NEW/<br>FORMER |
|--|---|--|----------------|
| <u>Home Economics Education</u><br>Patricia J. Hames                   | Education Officer   | Ontario Ministry of Education,<br>Ontario, Canada  | F              |
| Annabel B. Johnson   | Assistant Professor and<br>Chairman, Dept. of Home<br>Economics | Ambassador College, Big Sandy, TX  | N              |
| <u>HEALTH SCIENCES CENTER</u>  |   |  |                |
| <u>Anatomy</u><br>Ronald L. Shew                                       | Instructor and Research<br>Associate                            | Texas Tech University Health<br>Sciences Center  | N              |
| <u>Medical Biochemistry/<br/>Microbiology</u><br>Johnathan L. Kiel     | Captain, U.S. Air Force   | Radiation Sciences Division,<br>School of Aerospace Medicine,<br>Brooks AFB, San Antonio, TX | F              |
| <u>Pharmacology and<br/>Therapeutics</u><br>Luis A. Abel de la<br>Cruz | Pharmacologist  | Department de Farmacologia,<br>Instituto Nacional de Higiene,<br>Caracas, Venezuela          | F              |
| <u>Physiology</u><br>Robert M. Lust, Jr.                               | Research Associate  | Texas Tech University Health<br>Sciences Center  | N              |



Texas Tech University  
For Information Only: Official Travel  
Cumulative by Fiscal Quarter  
Fiscal Year 1982

6.

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

|  | <u>This Year</u><br><u>QTR. I</u> | <u>Last Year</u><br><u>QTR. I</u> |
|--|-----------------------------------|-----------------------------------|
| a) Commercial Airfare  | \$ 189,660.55                     | \$ 209,480.74                     |
| b) Personal Auto Mileage   | 31,678.39                         | 42,164.03                         |
| c) Automobile Rental   | 12,986.13                         | 16,610.45                         |
| d) Per diem - In-State   | 66,692.29                         | 63,252.96                         |
| e) Meals and Lodging - Out-of-State  | 66,031.98                         | 62,384.67                         |
| f) All other, including registration<br>fees, charter aircraft, taxi,<br>limousine fares, etc. | 259,557.05                        | 142,321.42                        |
| <br>Totals   | <br><u>\$ 626,606.39</u>          | <br><u>\$ 536,214.27</u>          |

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

| <u>Purpose</u>   | <u>Percent of Total Travel Cost</u> |                          |                            |                   |
|--|-------------------------------------|--------------------------|----------------------------|-------------------|
|  | <u>In-State</u>                     | <u>Out-of-<br/>State</u> | <u>Out-of-<br/>Country</u> | <u>Total</u>      |
| a) To present an original<br>research paper  | 2.25                                | 4.89                     | 1.85                       | 8.99              |
| b) Required for research<br>project  | 4.91                                | 3.52                     | .60                        | 9.03              |
| c) Attendance at profes-<br>sional meeting, workshop,<br>conference, seminar, etc. | 25.53                               | 30.30                    | 2.63                       | 58.46             |
| d) To perform official<br>business and duties                                      | 16.36                               | 4.86                     | -0-                        | 21.22             |
| e) Multi-purpose meeting/<br>paper   | .43                                 | .74                      | 1.13                       | 2.30              |
| <br>Totals   | <br><u>49.48</u>                    | <br><u>44.31</u>         | <br><u>6.21</u>            | <br><u>100.00</u> |

III. Cities traveled to and number of trips (1276) for the purposes shown in Section II and for Quarter I.

- a) In-State : Amarillo (39), Austin (138), Corpus Christi (5), Dallas/Fort Worth (194), El Paso (41), Houston (71), Midland/Odessa (31), San Antonio (56), West Texas area (200), Others (80).
- b) Out-of-State : Albuquerque (60), Chicago (13), Los Angeles (6), New Orleans (27), New York (14), San Francisco (23), Washington, D.C. (23), Others (230).
- c) Out-of-Country : Montreal, Canada (3); Toronto, Canada (5); Bourg-Saint Maurice, France (1); Les Ares, France (1); Moriah, Jerusalem (1); Netherlands (1); London, England (3); Canberra, Australia (1); Barcelona, Spain (1); Vancouver, British Columbia (1); San Luis Potos, Mexico (2); Panama City, Panama (1); Madrid, Spain (1); Frankfurt, Germany (1); Pavia, Italy (1); Hamburg, Germany (1).

Southern Bleacher Company - Intercollegiate Baseball Field, Phase II

7. a. The following Agreement with Southern Bleacher Company in the amount of \$99,897 to perform the work required by the contract documents for baseball facilities, Phase II, is entered for informational purposes. Execution of this contract was authorized in the Board meeting of November 13, 1981, Item M57.

Contract No. 366

AGREEMENT

THIS AGREEMENT, made this 22nd day of December, in the year Nineteen Hundred Eighty One

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President and Chief Executive Officer, and Southern Bleacher Company, Graham, 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 Baseball Facilities, Phase II.

ARTICLE 3

Tisdell and Adling, Architects and Engineers

#### 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 March 1, 1982.

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:

Ninety-Nine Thousand Eight Hundred Ninety-Seven Dollars  
(\$99,897.00) which includes \$11,453.00 for bench seating.

#### 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:

|   | Pages |
|---|-------|
| Table of Contents   | 2     |
| Notice to Bidders   | 1     |
| Information to Bidders  | 3     |
| Proposal  | 2     |
| Bid Bond  | 2     |
| Contract (sample)   | 4     |
| Performance Bond  | 2     |
| Payment Bond  | 2     |
| Power of Attorney   | 1     |
| Equal Opportunity Clause  | 3     |
| Uniform General Conditions  | 26    |
| Supplementary General Conditions  | 18    |
| Area Wage Rate Summary  | 3     |
| <u>DIVISION 1 - GENERAL REQUIREMENTS</u>                                | 22    |
| <u>DIVISION 2 - SITE WORK</u>   | 4     |
| <u>DIVISION 3 - CONCRETE</u>  | 5     |
| <u>DIVISION 4 - MASONRY</u><br>(Not in this Contract)                   |       |
| <u>DIVISION 5 - METALS</u>  | 3     |
| <u>DIVISION 6 - CARPENTRY &amp; WOODWORK</u><br>(Noted on the Drawings) |       |
| <u>DIVISION 7 - MOISTURE PROTECTION</u>                                 | 7     |
| <u>DIVISION 8 - DOORS, WINDOWS AND GLASS</u>                            | 5     |

DIVISION 9 - FINISHES

Pages  
10

DIVISION 10 - SPECIALTIES  
(Not in this Contract)

DIVISION 11 - EQUIPMENT

7

DIVISION 12 - FURNISHINGS  
(Not in this Contract)

DIVISION 13 - SPECIAL CONSTRUCTION  
(Not in this Contract)

DIVISION 14 - CONVEYING SYSTEMS  
(Not in this Contract)

DIVISION 15 - MECHANICAL  
(Not in this Contract)

DIVISION 16 - ELECTRICAL  
(Noted on the Drawings)

Drawings dated November 1981, entitled Baseball Facilities - Phase II, Sheets 1 through 4.

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 \$54,164 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 10

OWNER'S REPRESENTATIVE

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



This Agreement executed the day and year first written above.

OWNER  
TEXAS TECH UNIVERSITY

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

CONTRACTOR  
SOUTHERN BLEACHER COMPANY

By Sherrill Pettus

West Texas Mechanical, Inc. - Art/Architecture Building heating, ventilation and air conditioning

7. b. The following Agreement with West Texas Mechanical, Inc., in the amount of \$277,150 for work required for energy conservation revisions in the Art/Architecture Building is entered for informational purposes. Execution of this contract was authorized in the Board meeting of November 13, 1981, Item M61.

Contract No. 364

#### AGREEMENT

THIS AGREEMENT, made this 31st day of December, in the year Nineteen Hundred Eighty One

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President and Chief Executive Officer, and West Texas Mechanical, Inc., 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 energy conserving heating, ventilation and air conditioning revisions in the Art and Architecture Building.

#### ARTICLE 3

##### ENGINEERS

Fanning, Fanning and Agnew, Inc.

#### 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 240 consecutive 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 Seventy Seven Thousand One Hundred Fifty Dollars  
(\$277,150) including Alternates 1 and 2

#### 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 (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:

|                                  | Pages |
|----------------------------------|-------|
| Table of Contents                | 1     |
| Notice to Bidders                | 1     |
| Information to Bidders           | 5     |
| Proposal Form                    | 3     |
| Bid Bond                         | 2     |
| Agreement Form                   | 4     |
| Power of Attorney Form           | 1     |
| Performance Bond Form            | 3     |
| Payment Bond Form                | 2     |
| Exemption Certificate            | 1     |
| Uniform General Conditions       | 26    |
| Supplementary General Conditions | 18    |
| Minimum Wage Scale               | 3     |

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

Drawings dated October 15, 1981  
Sheets 1 through 14

Addendum No. 1

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

Included in the total contract sum is \$152,863 which represents the cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 10

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER  
TEXAS TECH UNIVERSITY

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

CONTRACTOR  
WEST TEXAS MECHANICAL, INC.

By /s/ Calvin Worley

West Texas Mechanical, Inc. - Mass Communications Building, heating, ventilation, and air conditioning

7. c. The following Agreement with West Texas Mechanical, Inc., in the amount of \$173,280 for energy conservation revisions in the Mass Communications Building is entered for informational purposes. Execution of this Agreement was authorized in the Board meeting of November 13, 1981, Item M62.

Contract No. 365

#### AGREEMENT

THIS AGREEMENT, made this 31st day of December, in the year Nineteen Hundred Eighty One

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President and Chief Executive Officer, and West Texas Mechanical, Inc., 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 Energy Conserving Heating, Ventilation and Air Conditioning Revisions in the Mass Communications Building.

#### ARTICLE 3

##### ENGINEERS

Fanning, Fanning, and Agnew, Inc.

#### 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 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

One Hundred Seventy Three Thousand Two Hundred Eighty Dollars  
(\$173,280) including Alternates 1 and 2

#### 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:

|                                  | Pages |
|----------------------------------|-------|
| Table of Contents                | 1     |
| Notice to Bidders                | 1     |
| Information to Bidders           | 5     |
| Proposal Form                    | 3     |
| Bid Bond                         | 2     |
| Agreement Form                   | 4     |
| Power of Attorney Form           | 1     |
| Performance Bond Form            | 3     |
| Payment Bond Form                | 2     |
| Exemption Certificate            | 1     |
| Uniform General Conditions       | 26    |
| Supplementary General Conditions | 18    |
| Minimum Wage Scale               | 3     |

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

Drawings dated October 12, 1981  
Sheets 1 through 4

Addendum No. 1

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

Included in the total contract sum is \$83,734 which represents the cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 10

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER  
TEXAS TECH UNIVERSITY

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

CONTRACTOR  
WEST TEXAS MECHANICAL, INC.

By Calvin Worley

GIFTS AND GRANTS TO TEXAS TECH UNIVERSITY

8. a.

Gifts and grants from private sources in the amount of \$824,764.91 have been received by Texas Tech University and the Texas Tech University Foundation through the Office of Development for the period of September 1, 1981 through November 30, 1981.

The following recapitulation presents information related to 1) gifts and grants to Texas Tech University, 2) gifts in kind, and 3) gifts from the Red Raider Club for athletic scholarships.

1. Gifts and Grants to Texas Tech University:

| <u>Number of Donors</u> | <u>Number of Gifts</u> | <u>Total</u> |
|-------------------------|------------------------|--------------|
| 543                     | 634                    | \$558,083.46 |

2. Gifts-in-Kind to Texas Tech University:

| <u>Number of Donors</u> | <u>Number of Gifts</u> | <u>Total</u> |
|-------------------------|------------------------|--------------|
| 7                       | 7                      | \$ 21,266.95 |

3. Gifts to athletic scholarship fund from Red Raider Club:

| <u>Total</u> |
|--------------|
| \$245,414.50 |

TEXAS TECH UNIVERSITY  
 Gifts and Grants by Type of Donor and Geographic Area  
 September 1, 1981 - November 30, 1981

8. b.

|   |     | LUBBOCK      |     | TEXAS        |     | NATIONAL     |     | TOTALS       |
|---|-----|--------------|-----|--------------|-----|--------------|-----|--------------|
| Type  | No. | Amount       | No. | Amount       | No. | Amount       | No. | Amount       |
| A. Individuals                              | 197 | \$ 62,605.76 | 160 | \$ 28,535.60 | 33  | \$ 10,935.25 | 390 | \$102,076.61 |
| B. Corporations                             | 46  | \$ 30,762.60 | 77  | 126,394.83   | 37  | 66,057.57    | 160 | 223,215.00   |
| C. Foundations                              | 5   | 1,930.00     | 13  | 56,494.00    | 24  | 67,550.00    | 42  | 125,974.00   |
| D. Associations                             | 28  | 92,856.36    | 11  | 13,139.00    | 1   | 250.00       | 40  | 106,245.36   |
| E. Bequests                                 | 1   | 522.49       | 1   | 50.00        | -0- | -0-          | 2   | 572.49       |
| Totals                                      | 277 | \$188,677.21 | 262 | \$224,613.43 | 95  | \$144,792.82 | 634 | \$558,083.46 |
| Year to Date<br>9/1/81 - 11/30/81           | 277 | \$188,677.21 | 262 | \$224,613.43 | 95  | \$144,792.82 | 634 | \$558,083.46 |
| Fiscal Year Comparison<br>9/1/80 - 11/30/80 | 252 | \$ 93,306.37 | 296 | \$409,670.60 | 135 | \$ 91,862.66 | 683 | \$593,839.63 |

TEXAS TECH UNIVERSITY  
Gifts and Grants  
Fiscal Year/Monthly Comparison

8. c.

1979-1980/1980-1981/1981-1982

| <u>MONTH</u> | <u>NUMBER OF GIFTS</u> |            |           | <u>\$ AMOUNT</u>  |                   |               |
|--------------|------------------------|------------|-----------|-------------------|-------------------|---------------|
|              | 1979-1980              | 1980-1981  | 1981-1982 | 1979-1980         | 1980-1981         | 1981-1982     |
| SEPTEMBER    | 159                    | 297        | 271       | \$ 186,095.84     | \$ 124,708.98     | \$ 187,060.97 |
| OCTOBER      | 192                    | 244        | 173       | 167,009.81        | 142,153.23        | 250,700.91    |
| NOVEMBER     | 129                    | 142        | 190       | 559,041.43        | 326,977.42        | 120,321.58    |
| DECEMBER     | 327                    | 326        |           | 868,627.06        | 1,133,323.41      |               |
| JANUARY      | 181                    | 153        |           | 127,729.76        | 157,240.65        |               |
| FEBRUARY     | 159                    | 143        |           | 193,992.82        | 339,010.93        |               |
| MARCH        | 196                    | 192        |           | 117,666.14        | 167,290.30        |               |
| APRIL        | 350                    | 166        |           | 161,778.64        | 202,918.43        |               |
| MAY          | 171                    | 243        |           | 285,328.83        | 601,500.92        |               |
| JUNE         | 153                    | 152        |           | 84,028.32         | 450,741.88        |               |
| JULY         | 123                    | 161        |           | 68,040.10         | 164,679.90        |               |
| AUGUST       | <u>231</u>             | <u>192</u> |           | <u>161,334.57</u> | <u>155,881.00</u> |               |
| Totals       | 2,371                  | 2,411      |           | \$ 2,980,673.32   | \$ 3,966,427.05   |               |

9. Commencement Program - December 18, 1981