

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

MINUTES OF BOARD OF REGENTS MEETINGS

1984 - 1985

VOLUME I

MINUTES OF
BOARD OF REGENTS MEETING
September 28, 1984

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

Minutes

Board of Regents
September 28, 1984

Ml. The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center met in regular session at 3:00 p.m. Friday, September 28, 1984, in the Administrative Conference Room of the Health Sciences Center, Lubbock, Texas. The following Regents were present: Mr. Joe Pevehouse, Chairman, Mrs. Anne W. Sowell, Vice Chairman, Mr. John E. Birdwell, Mr. Jerry Ford, Mr. Rex Fuller, Dr. Nathan C. Galloway, Mr. Larry D. Johnson, and Mr. Wesley Masters. Regent J. Fred Bucy was absent. University officials and staff present were: Dr. Lauro F. Cavazos, President; Dr. John Darling, Vice President for Academic Affairs and Research; Dr. Eugene E. Payne, Vice President for Finance and Administration; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Sam Richards, Vice President for Health Sciences Center; Mr. Pat Campbell, General Counsel; Mr. Mike Sanders, Director for Public Affairs; Mr. Eric Williams, Director of Facilities and Planning Operations, Health Sciences Center; Mr. Robert L. Bray, Director for Office of Planning; Mrs. Bea Zeeck, Director of University News and Publications; Mr. Murray Blair, Associate Vice President for Academic Affairs, Health Sciences Center; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs; Mr. Fred J. Wehmeyer, Associate Vice President for Physical Plant and Support Services; Mr. Clyde H. Westbrook, Assistant Vice President for Budget and Financial Services; Mr. Jay W. Lindsey, Assistant Vice President for Investments and Operation Analyses; Dr. Lee R. Alley, Assistant Vice President for Computing and Communication Service; Dr. J. Ted Hartman, Dean, Mrs. Linda P. Vengroff, Medical Program Evaluation Assistant, Mrs. Dorothy Keho, Assistant to the Dean, Office of the Dean, School of Medicine; Dr. Robert A. Cornesky, Interim Director of Tele-Networking, Health Sciences Center; Dr. Wm. B. Jarzembksi, Professor of Biomedical Engineering and Computer Medicine; Dr. Kenneth Barker, Professor of Biochemistry/Obstetrics and Gynecology; Dr. Berry N. Squyres, Associate Dean for Continuing Medical Education and Chairman of Family Medicine; Dr. Michael T. Kopetzky, Professor and Acting Chairman of Physiology, School of Medicine, Health Sciences Center; Mrs. Lois A. Riordan, Director, Office of Business and Faculty Records, Health Sciences Center; Ms. Maggie Miller, Director, Policy and Procedures Systems and Administrative Associate to the President, Health Sciences Center; Mrs. Freda Pierce, Secretary of the Board; Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Mrs. Ruth Howell, Administrative Associate, Legal Office, Health Sciences Center; and Mr. James Johnston, Coordinator of Audio Visual Services, Educational Media, Health Sciences Center.

Others present were Dr. Gary S. Elbow, Professor of Geography; Mr. Jim Noble, President, Student Association; Mr. Paul Cline, Jr., Lubbock

Avalanche-Journal; and Ms. Kirsten Kling and Ms. Linda Burke, University Daily.

M2. Chairman Pevehouse called the meeting to order, and called upon Mr. Bray to give the invocation. Mr. Pevehouse then read the following statement: "The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center now having been duly convened in open session, and Statutory notice of these meetings of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce Executive Sessions of the Board to be held in compliance with Article 6252-17, Texas Civil Statutes, and these Executive sessions are specifically authorized by Section 2 - Paragraphs E, F, and G, of the Statute." The Board reconvened in open session at 3:15 p.m. with the meeting for Texas Tech University Health Sciences Center recessed until the conclusion of the present session.

M3. Upon motion made by Mr. Fuller, seconded by Mrs. Sowell, the Minutes of the meeting of August 3, 1984, were approved.

M4. Mrs. Sowell reported for the Academic and Student Affairs Committee. The following four items (M5 through M8) constitute action taken upon committee recommendation.

M5. Upon motion made by Mrs. Sowell, seconded by Mr. Ford, the following was unanimously approved: RESOLVED, that the Board of Regents approves the attached tenure policy for Texas Tech University; Attachment No. M1.

M6. Upon motion made by Mrs. Sowell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the degree program leading to the Bachelor of Arts with major in Public Relations.

M7. Upon motion made by Mrs. Sowell, seconded by Mr. Johnson, the Board ratified administrative action relating to Leave of Absence as attached; Attachment No. M2.

M8. Mrs. Sowell announced that Academic Achievement reports and Planning Statements for the Center at Junction and The Museum were heard during the committee meeting.

M9. Mr. Birdwell reported for the Finance and Administration Building. The following eight items (M10 through M17) constitute action taken upon committee recommendation.

M10. Upon motion made by Mr. Birdwell, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents approves the attached budget adjustments for the period June 1, 1984, to July 31, 1984; Attachment No. M3.

M11. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the awarding of a Cash Investment Contract to Citizens State Bank,

Dalhart, Texas; First National Bank, Dumas, Texas; Frost National Bank, San Antonio, Texas; and Seminole National Bank, Seminole, Texas; and authorizes the President to contract with these banks for the period beginning September 28, 1984, and extending for an indefinite period of time with termination of the contract at the option of either the University or the Bank or by mutual consent of both parties.

M12. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves that students enrolled in the Department of Food and Nutrition's Dietetic Internship program must prior to such enrollment, show evidence of malpractice insurance coverage which will be in full force and effect for the duration of the enrollment in such courses. BE IT FURTHER RESOLVED, that the Vice President for Finance and Administration may arrange with a suitable insurance company or companies which will make available malpractice insurance should an affected student request assistance in obtaining this coverage.

M13. Upon motion made by Mr. Birdwell, seconded by Mr. Johnson, the following was approved: RESOLVED, that the attached agreement with the Texas Tech University Law School Foundation, as needed to comply with the provisions of Senate Bill 772 and House Bill 622, be approved; Attachment No. M4.

M14. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was unanimously approved: RESOLVED, that the Board of Regents approves the attached policy relating to aircraft piloted by University personnel on official business; Attachment No. M5.

M15. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the gift of Section 263, Block M-6, SK&K Survey, Castro County, Texas, containing 663 acres, more or less, given to the Department of Food and Nutrition in the College of Home Economics at Texas Tech University under the Last Will and Testament of Ruth Ann Franklin, Tarrant County, Texas, be accepted by the Texas Tech University Board of Regents.

M16. Upon motion made by Mr. Birdwell, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the leasing of 3,167.1 acres of land to the United States Department of Energy and authorizes the Chairman of the Board of Regents to sign the lease as attached; Attachment No. M6.

M17. Upon motion made by Mr. Birdwell, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents ratifies administrative action to sign and/or countersign checks as attached; Attachment No. M7.

M18. Mr. Masters reported for the Campus and Building Committee. The following five items (M19 through M23) constitute action taken upon committee recommendation.

M19. Upon motion made by Mr. Masters, seconded by Dr. Galloway, the following was approved: RESOLVED, that the bid of Panhandle Construction Company in the amount of \$246,000 is accepted for improvements to the sewage and site drainage at Texas Tech University Agricultural Field Laboratories - Lubbock County and the President is authorized to duly execute a contract.

M20. Upon motion made by Mr. Masters, seconded by Dr. Galloway, the following was approved; RESOLVED, that the bid of Knox, Gailey and Meador in the amount of \$1,548,219 is accepted for the renovation of the Industrial Engineering Building and the President is duly authorized to execute a contract.

M21. Upon motion made by Mr. Masters, seconded by Mrs. Sowell, the following was approved: RESOLVED, that the bid of Jerry Gailey Construction Company in the amount of \$750,995 is accepted for the remodeling and completion of the sub-basement of the Art Building and the President is authorized to duly execute a contract.

M22. Upon motion made by Mr. Masters, seconded by Dr. Galloway, the following was approved: RESOLVED, that the project budget for the addition to the Central Food Facilities Building is reestablished at \$1,400,000.

M23. Upon motion made by Mr. Masters, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions to record completion dates as attached; Attachment No. M8.

M24. Mr. Johnson reported for the Development Committee. He stated that gifts and grants to date total \$15,835,397, for an increase of 9½% over this time last year.

M25. Mr. Fuller reported for the Athletic Affairs Committee that the Multi-Purpose Athletic Facility drawings were reviewed, and planning for it is moving forward.

M26. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

Attachments (September 28, 1984)

- M1. Tenure Policy; Item M5.
- M2. Leave of Absence; Item M7.
- M3. Budget Adjustments for June 1, 1984, to July 31, 1984; Item M10.
- M4. Agreement with Law School Foundation; Item M13.
- M5. Policy Relating to Aircraft Piloted by University Personnel; Item M14.
- M6. Lease Agreement with the United States Department of Energy at Pantex;
Item M16.
- M7. Delegation of Authority to Sign and/or Countersign Checks on Financial
Aids Cashier's Account; Item M17.
- M8. Completion Dates; Item M23.

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 September 28, 1984.

(Mrs.) Freda Pierce, Secretary

SEAL

September 28, 1984

TEXAS TECH UNIVERSITY
TENURE POLICY

Board Minutes
September 28, 1984
Attachment No. M1
Item M5

FOREWORD

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

Faculty members' privileges imply correlative responsibilities. In addition to maintaining standards of competence, particularly those relating to scholarship and teaching ability, faculty members are responsible for maintaining the proper attitude of objectivity, industry, and cooperation with their associates within the university. In their teaching, faculty members have the further responsibility to refrain from introducing controversial matters unrelated to the particular subject.

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

The tenure policy presented in this document reaffirms the University's commitment to tenure while at the same time reflecting the need for flexibility in future faculty appointments. Flexibility is needed to help assure that the University will be able to add new faculty, and prevent problems that can accompany the existence of a high or low level of tenured faculty.

I. CONCEPT OF TENURE

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

Tenure may normally be obtained only after a period of probationary service. After tenure is granted, the burden of proof rests upon the University when it wishes to dismiss a faculty member. At the same time, however, it is a tenured faculty member's professional obligation to maintain throughout his or her academic career a high level of performance.

II. PURPOSE OF TENURE

The purpose of tenure and this tenure policy is to protect the academic freedom of the individual in teaching, in pursuing research and creative activity, and in service. The tenure policy defines the types of appointment that may lead to tenure and specifies procedures for granting, denying, and revoking tenure, and for ensuring the observance of academic due process.

III. TYPES OF APPOINTMENT

Members of the faculty who are employed full-time in the University and who hold the rank of assistant professor, associate professor, or professor are eligible for tenure consideration. Tenure may not be attained in such full-time positions as lecturer, instructor, or any visiting or adjunct rank. The tenure policy does not apply to administrative or part-time appointments.

Initial faculty appointments are typically for one academic year. Faculty members in nontenure-acquiring positions will hold term appointments of up to three academic years which are renewable in accordance with appropriate department, college, and University review and appointment procedures. Reappointments may not necessarily be for the same length of time as previous appointments. Faculty with term appointments are assured the same academic freedom as probationary (tenure-track) and tenured faculty.

IV. ADMISSION TO TENURE

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

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

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

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

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

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

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

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

5. In exceptional circumstances, a faculty member may be employed in a tenurable full-time teaching position for more than the probationary period noted in section IV.C. However, any extension of the probationary period must be annually requested by the faculty member and annually approved by the tenured faculty members in the department, the chairperson, the dean, and the Vice President for Academic Affairs and Research (VPAAR), and will be limited to no more than two years.

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

F. The Board of Regents of the University recognizes that reasonable controls are required to ensure that the level of tenured faculty shall be carefully managed to avoid difficulties that may arise when tenure levels indicate potential problems. Excessively high or low levels of tenured faculty restrict flexibility and thus create situations that may adversely affect the quality of academic programs. These possibilities are of such concern that The Board of Regents will annually review tenure levels and trends throughout the University and, where problems are indicated, will direct the President to take the necessary steps to keep tenure levels within desirable ranges.

V. DISCRIMINATION

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

VI. GROUND'S FOR TERMINATION

Termination of the employment of a tenured faculty member or of any other faculty member before the expiration of the stated period of appointment, except by resignation, retirement, financial exigency, or the reduction or phasing out of instructional programs in accordance with the regulations of the University, will be only for good cause shown with the burden of proof on the University.

VII. TERMINATION PROCEDURE

In cases other than resignation, retirement, financial exigency, or the reduction or phasing out of instructional programs, the following equitable procedures that afford protection to the rights of the individual and to the interests of the University will apply.

Before the filing of formal charges, the Chairperson of the Tenure Advisory Committee noted in section IX (or other member designated by the committee) and the VPAAR (or representative) together shall conduct a thorough, confidential, equitable, and expeditious review. This review will be considered in the determination if a recommendation is made to the President of the University that formal charges should be filed by the President to terminate a faculty member's employment for cause.

In all cases of formal charges, the faculty member will be informed in writing of the charges which, on reasonable notice, will be considered by a Hearing Committee convened by the President. The Hearing Committee will be made up of five members chosen by lot by the Tenure Advisory Committee from a panel of twenty tenured faculty members who will be elected annually. Two panel members of the twenty will be elected from each college or school by the voting faculty of each college or school with the remaining panel members being elected at large.

Members of the Tenure Advisory Committee shall not be eligible for concurrent service on this panel and the Tenure Advisory Committee. Panel members deeming themselves biased shall remove themselves from the case either prior to or after being placed on the Hearing Committee. Either party in the dispute may challenge any individual selected as a member of the Hearing Committee and, after such challenge, such member shall be excused from the Hearing Committee. The total number of challenges by either party will be limited to three. As each self-disqualified or challenged member is excused from the Hearing Committee, his or her replacement will be chosen by lot by the Tenure Advisory Committee from the remaining members of the panel.

The Hearing Committee will select a chairperson from its membership and may, if it chooses, request guidance concerning procedural matters from the Office of General Counsel, who will advise it but who will not vote. The hearing will be private and confidential unless the faculty member elects to have a public hearing. The Hearing Committee shall determine procedures to be implemented in the hearing, which procedures shall afford due process and fairness to both parties as set forth in this section.

In every such hearing the faculty member shall have the right to appear in person with legal counsel, retained by the individual, and to confront and cross-examine witnesses who may appear. The faculty member shall have the right to testify, but may not be required to do so, and may introduce in his or her behalf all evidence and material, written or oral, which he or she considers to be relevant or material to the case. The University shall also have the right to legal counsel in the preparation and presentation of charges and have the same rights in the hearing as those accorded to the faculty member. A record of the proceedings shall be made and delivered to the President, and a copy of this record shall be given to the faculty member.

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

The Board of Regents, by a majority of its total membership, shall approve or reject the findings, recommendations, and suggestions of the Hearing Committee. If the Board of Regents rejects the findings of the Hearing Committee, it may make findings of its own or send the matter back to the Hearing Committee with suggestions for further hearing proceedings. The Board will then communicate its decision to the President, who will release to the Hearing Committee and to the faculty member the findings and recommendations of the Hearing Committee, as well as those of the President and the Board of Regents. The decision of the Board of Regents shall be final.

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

VIII. NOTICE OF NONREAPPOINTMENT, TERMINATION, OR RESIGNATION

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

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

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

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

E. Faculty members in positions such as lecturer, instructor, or any visiting, adjunct, or part-time rank are appointed for a specified term contract period only, and notice of nonreappointment is not necessary.

F. The University is not required to give a nontenured tenure-track faculty member a reason for a decision of nonreappointment. However, each faculty member is entitled to see all of his or her personnel file and, at his

or her expense, to obtain a copy of the information contained therein. If a nontenured faculty member alleges that the decision not to reappoint violated his or her academic freedom, this allegation may be given consideration by a Hearing Committee in accordance with the following procedures:

1. The allegation and request for a hearing must be sent in writing to the appropriate department chairperson, the dean, and the VPAAR by the faculty member within twenty working days after receipt of notice of the decision not to reappoint.

2. If considered appropriate by the VPAAR, a hearing will be conducted by the Hearing Committee within twenty working days of receipt of notice of allegation of violation of academic freedom and request for a hearing. The Hearing Committee will be selected and will conduct the hearing according to procedures outlined in section VII. The burden of proof of the allegation rests with the faculty member.

3. The findings and recommendations of the Hearing Committee, with minority views if any, shall be sent to the VPAAR within ten working days from conclusion of this hearing and investigation. The VPAAR shall make a final determination of the matter and shall so inform the faculty member and the Chairperson of the Hearing Committee of the decision. The decision of the VPAAR is final.

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

IX. TENURE ADVISORY COMMITTEE

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

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

X. PERFORMANCE EVALUATIONS

Written performance evaluations on a regular basis serve useful purposes for both the University and the individual being evaluated. Therefore, the

following guidelines are established for performance evaluations and the VPAAR is to develop, and keep current, appropriate procedures for carrying out these evaluations. The President is to approve the guidelines before implementation.

Each faculty member, tenured or nontenured, will be given a performance evaluation annually. The annual evaluation is the responsibility of the chairperson. This evaluation is to be reviewed by the dean, and when unsatisfactory performance or other problems are evident, the evaluation is to be additionally reviewed by the VPAAR for appropriate action. These annual evaluations are to be placed in the individual's official personnel file to be used for various personnel and administrative actions including all actions related to tenure.

A comprehensive performance review of each tenured faculty member will be conducted every five years. This in-depth review is to assess the professional performance of tenured faculty on a sustained basis over a period of time and should include a thorough review of accomplishments in teaching, research/creative activity, and service. This five-year performance review will include assessments by the tenured faculty, the chairperson, the dean, the VPAAR, and the President. Evaluations that are unfavorable or reveal questions on future effective performance are to be examined critically by academic administrators to determine actions that are required such as: counseling and advisement, development programs, and a specified period for self-improvement to be followed by a review of performance and progress. If the performance is still unacceptable after the specified period for self-improvement, the University may commence formal termination procedures as outlined in section VII.

XI. IMPLEMENTATION

This policy is to be implemented September 28, 1984. Faculty members in a probationary status on that date will have the opportunity to choose the tenure policy under which they wish to be considered for tenure--the policy in existence when they were appointed or this policy. All tenured faculty members are subject to applicable provisions and procedures of this tenure policy. The tenure of faculty members who have attained tenure under prior policies at Texas Tech University continues.

Leaves of Absence

Approve leave of absence without pay for Dr. Myron Trang, Associate Professor in the Area of Educational Psychology, for the period September 1, 1984, through May 31, 1985. This leave is requested in order that Dr. Trang might obtain public school experience, as is now required for all faculty members who teach professional education courses. He plans to return to his regular teaching duties at Texas Tech upon completion of his public school teaching.

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (6/01/84 - 7/31/84)

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
<u>BOARD APPROVAL:</u> None.					
<u>BOARD RATIFICATION:</u>					
<u>E & G Appropriated Funds:</u>					
431523	Unappropriated Balances	\$175,000	\$ 0	\$ 0	For repair and restoration of brick on the Architecture Building.
	Architecture - Brick Repair and Restoration	0	0	175,000	
	Subtotal, E & G Appropriated Funds	\$175,000	\$ 0	\$175,000	
<u>Restricted Funds:</u>					
440918	Instructional Materials for Vocational Home Economics Education	\$ 0	\$349,997	\$349,997	Texas Education Agency Grant for Instructional Materials for Vocational Home Economics Education.
	Subtotal, Restricted Funds	\$ 0	\$349,997	\$349,997	
	TOTAL RATIFICATION	\$175,000	\$349,997	\$524,997	
	Grand Total-TTU	\$175,000	\$349,997	\$524,997	

AGREEMENT BETWEEN
TEXAS TECH UNIVERSITY
AND THE
TEXAS TECH UNIVERSITY LAW SCHOOL FOUNDATION

This agreement is made this _____ day of _____, 1984, between Texas Tech University, Lubbock, Lubbock County, Texas, hereinafter named UNIVERSITY, and the Texas Tech University Law School Foundation hereinafter named FOUNDATION.

Whereas the UNIVERSITY and the FOUNDATION provide certain services and benefits to each other, and whereas the UNIVERSITY and the FOUNDATION work together to promote the teaching, research, and professional service activities of the Texas Tech University Law School both parties to enumerate below such services and benefits.

The FOUNDATION will, as directed by its constitution/charter and by-laws, work to assist in providing and making available to the Texas Tech University Law School and its students and faculty assets to accomplish the goals and objectives of the UNIVERSITY. The FOUNDATION will seek to perform those functions which the UNIVERSITY cannot provide itself. In turn, the UNIVERSITY will assist the FOUNDATION by providing certain clerical support, record keeping services, and other administrative services as requested.

The Board of Directors of the FOUNDATION and the Board of Regents of the UNIVERSITY must assure that the activities of the FOUNDATION are consistent with the UNIVERSITY'S objectives, goals, and priorities at all times. In order to enhance communications between the FOUNDATION and the UNIVERSITY, the FOUNDATION shall appoint at least one member to its governing board from the UNIVERSITY staff, with such member to be the Dean of the Law School.

In order to abide by the requirements of S.B. 772 and H.B. 622 as passed by the 68th Legislature R.S., the FOUNDATION will provide the UNIVERSITY'S Office of Development a copy of its constitution/charter, current by-laws, a list of names and addresses of the members of the governing Board, and officers of the organization. In addition, a list of employees of the UNIVERSITY participating in the activities of the FOUNDATION shall be submitted to the Office of Development annually, with special notation should an officer or employee of the UNIVERSITY be appointed or elected to a position as an officer or director of the FOUNDATION.

The FOUNDATION shall report through the Chief Fiscal Officer of the UNIVERSITY any monetary enrichment of any officer or employee of the UNIVERSITY. This report shall include the name, position, and the total value of the monetary enrichment received by each individual so named. In the event gifts-in-kind are involved, a similar listing of names, position, and total value of the gift shall be submitted.

The FOUNDATION shall submit to the Office of Development of the UNIVERSITY on or about the first of each month, a list of the names of donors who have made a gift or grant of \$500.00 or more, since the last report, in order that the President of the UNIVERSITY may acknowledge such gifts and in order that the Board of Regents of the UNIVERSITY may be so informed.

The FOUNDATION agrees to maintain proper books and records and to retain an independent certified public accountant to perform an audit annually. Three copies of the annual financial report and the audit report shall be submitted to the Office of Development of the UNIVERSITY for distribution to the Vice President for Finance and Administration of the UNIVERSITY and to the Secretary of State in Austin.

This agreement shall begin on the ____ day of _____, 1984, and shall continue for an indefinite period; however, either party hereto may terminate this agreement by giving 180 days notice to the other party. At the termination of this agreement, the two parties will mutually agree upon the disposition of all gift funds and property, if any, which have been acquired since the execution of this agreement with such gifts being retained either by the FOUNDATION or transferred to the UNIVERSITY.

Chairman, Board of Directors
Texas Tech University Law
School Foundation

Chairman, Board of Regents
Texas Tech University

04.

Aircraft Piloted by University Personnel on Official Business

The use of aircraft for official University business is discouraged when piloted by University personnel who are not professionally employed pilots . However, if such flights are made, the aircraft used must have all proper instruments aboard for flying in the existing and possible weather conditions and prevailing forecast. No flight shall be piloted by University personnel with faculty, staff, students, guests, or prospective students aboard unless the person piloting the aircraft possesses a current and commercial license, with multi-engine and instrument ratings and shall be checked out and qualified in the aircraft to be flown according to possible and the existing weather conditions and prevailing forecast. No flights shall be made without a professionally employed pilot, by any employee alone or with other employees, students or guests for official business, in single-engine aircraft or at night or during weather conditions requiring instruments regardless of aircraft equipment or pilot qualifications and licenses.

Lease Agreement No. DE-AC04-84AL 24002

LEASE AGREEMENT

This lease, made and entered into the first day of October, 1984,
by and between United States Department of Energy
Lessee, and Texas Tech University, Lessor:

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DESCRIPTION

The Lessor, for and in consideration of the rentals herein provided and the covenants and agreements herein contained, hereby leases to the Lessee the following described real property (hereinafter called the Premises): See Exhibit A for description of Premises.

ARTICLE II - TERM AND RENT

- A. The term of this Lease is for one year beginning October 1, 1984, and ending September 30, 1985. The rental for this term shall be Thirty-one Thousand Six Hundred Seventy One Dollars (\$ 31,671.00) payable in quarterly increments of \$ 7,917.75 at the end of each quarter until the expiration or termination of this Lease.
- B. If Lessor fails to deliver possession of the Leased Premises to Lessee on the beginning date, Lessee may terminate this Lease and shall be released from all duties and liabilities under this Lease upon written notice to Lessor, and Lessor shall be liable for any damage or increased costs to Lessee as a result of Lessor's failure to deliver possession. Such liability shall not apply if the failure to deliver possession arises out of causes beyond the control and without the fault or negligence of the Lessor. Such cause may include delays in construction caused by acts of God, material shortages, labor strikes, prohibitive actions taken by laws, orders, and regulations of Federal, State, County, and Municipal authorities, and/or changes required by Lessee or lack of information required from Lessee. The rights and remedies of the Lessee in this paragraph are

in addition to any other rights and remedies provided by law or under this Lease. If the rental period from the beginning date of the Lease to the beginning of the next calendar month is less than a full calendar month, the rental payment shall be prorated to cover the fractional part of the month from the beginning date through the last day of that calendar month.

If Lessee does not terminate as provided above, the beginning date of this Lease shall be changed by supplemental agreement to coincide with the date the Premises are ready for beneficial occupancy. If the rental period from the beginning date of this Lease to the beginning of the next calendar month is less than a full calendar month, the rental payment shall be prorated to cover the fractional part of the month from the beginning date through the last day of that calendar month.

If Lessee occupies the Leased Premises prior to the above commencement date, such occupancy shall be subject to all provisions hereof, provided, however, that such occupancy shall not advance the termination date. Occupancy for any partial month shall be prorated as provided herein.

ARTICLE III - EXTENSION OF LEASE

Automatic extension of this lease for 98 additional successive terms of one year each shall occur unless Lessee provides written notice of cancellation to Lessor no later than 60 days prior to the expiration of the current one year term.

The annual rental for the first four option years shall be the same as for the first year. Thereafter, for each succeeding five-year time period, the annual rental shall be renegotiated between the Lessor and the Lessee during the calendar year immediately preceding the next five-year time period. In no event, however, will annual rental payments exceed the Fair Annual Rental for the property as established by an appraisal to be acquired by the Lessee or its assigns.

ARTICLE IV - USE

The Premises shall be used and occupied by Lessee primarily for security and safety buffer.

ARTICLE V - TAXES AND ASSESSMENTS

The Lessor shall pay, prior to delinquency, all real estate taxes, assessments, and charges which are levied, imposed, or assessed upon or against the Premises. If the Lessor fails to pay any such taxes, assessments, or charges prior to delinquency, the Lessee shall have the right to pay same and to deduct from any rent which may then or thereafter be due.

ARTICLE VI - NOTICES

Whenever, under this Lease, provision is made for demand, notice, or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand, or declaration to the

other party, it shall be in writing and served either personally or sent by United States mail, postage prepaid, to the addressees below:

To the Lessor at: Texas Tech University
P.O. Box 4169, Lubbock, Texas 79409

To the Lessee at: United States Department of Energy, Amarillo Area Office
P.O. Box 30030
Amarillo, Texas 79120

ARTICLE VII - GENERAL PROVISIONS

Appendix "A," "General Provisions-Real Estate Lease," is attached hereto and made a part hereof.

ARTICLE VIII - AGRICULTURAL AND GRAZING USE BY LESSOR

There is reserved unto the Lessor, for so long as the Premises are retained by Lessee under this Lease, the right to co-use or to lease such co-use, of any unimproved portions of the land herein leased, for agricultural and grazing purposes which do not interfere with safety and security requirements of the Lessee or its assigns, as determined solely by the Lessee.

The access of such co-users shall be subject to the right of the Lessee to evacuate all co-users for safety or security purposes.

Lessee has the right to post and to control access to the leased property in accordance with Section 229 of the Atomic Energy Act of 1954, as Amended.

ARTICLE IX - FENCING, SECURITY/SAFETY DEVICES, AND ROADS

The Lessee or its assigns may install and maintain such perimeter fencing and security/safety devices as may be required for its needs. Such improvements shall remain the property of the U.S. Government. Lessee may also establish and maintain such roads as it deems necessary to further the uses for which the Premises are leased. The Lessor is responsible for installation and maintenance of any interior fencing required to separate grazing and agricultural areas allowed under Article VIII.

ARTICLE X - PUMPING OF SEWAGE

Pumping of treated sewage upon any portion of the Premises is prohibited except as approved by local and state health authorities. Pumping of raw sewage or other effluent is strictly forbidden.

ARTICLE XI - DAMAGE TO PROPERTY

In the event that either party damages or causes to be damaged property (including but not limited to fences, livestock, and crops) of the other, then the party responsible for such damage shall reimburse the injured party for such damage.

IN WITNESS WHEREOF, the parties hereto have signed this Lease as indicated below:

Lessor Texas Tech University

Lessee

By _____

By _____

Joe Pevehouse
Title Chairman, Board of Regents

Title _____

Date _____

Date _____

To sign and/or countersign checks drawn on the University's Financial Aids Cashier's Account in the American State Bank, Lubbock, Texas, effective September 28, 1984, and to continue until such time as they are separated from the University or assigned other responsibilities:

Francisco Alberto Valines, Financial Aid Advisor
Paul Wayne Blake, Financial Aid Advisor.

Completion Dates

- a. To record September 28, 1984, as the completion date for the construction of the addition to the David M. DeVitt and Mallet Ranch Building.
- b. To record August 6, 1984, as the completion date for the renovation of the Office of Development.
- c. To record September 28, 1984, as the completion date for the reconstruction of the Livestock Arena.
- d. To record August 24, 1984, as the completion date for the installation of a fire and smoke alarm system in Stangel/Murdough Residence Hall.
- e. To record August 22, 1984, as the completion date for the construction of the renovation of the bathrooms in Murdough Residence Hall.
- f. To record August 26, 1984, as the completion date for the replacement of the doors in Weymouth Residence Hall.

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 - July through August, 1984 -----	1
2.	Resignations and/or Terminations - General Administration, Teaching, and Non-Classified Positions - July through August, 1984 -----	3
3.	Budget Adjustments of \$100,000 or more for Supplemental Awards or Renewals of Research and Other Sponsored Projects - June 1, 1984, through July 31, 1984 -----	4
4.	<u>Contracts</u>	
a.	Air Tech Industries, Inc. - Aquatic Center Air Structure ----	5
b.	Knox, Gailey and Meador, Inc. - Computer Center, Library Basement -----	8
c.	Knox, Gailey and Meador, Inc. - Computer Center Renovation --	11
5.	<u>Gifts and Grants</u>	
a.	Comparison for August 1984 and Year to Date FY1984 -----	14

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Appointments - General Administration,
Teaching, and Non-Classified Positions
1. July through August, 1984

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Bednar, David A. Assistant Professor	Business Administration	9-1-84/5-31-85
Blair, Eric L. Associate Professor	Industrial Engineering	9-1-84/5-31-85
Bochove, Eric Visiting Associate Professor	Electrical Engineering/ Computer Science	9-1-84/5-31-85
Buller, David Bard Assistant Professor	Speech Communication	9-1-84/5-31-85
Condra, Gary D. Visiting Associate Professor	Agricultural Economics	9-1-84/5-31-85
Coombs, Robert Leon Assistant Professor	Architecture	9-1-84/5-31-85
Das, T. K. Assistant Professor	Business Administration	9-1-84/5-31-85
Felstehausen, Virginia C. Assistant Professor	Home Economics Education	9-1-84/5-31-85
Hendrick, Susan S. Visiting Assistant Professor	Psychology	9-1-84/5-31-85
Hensley, Oliver D. Professor & Assoc. Vice President for Research	Education	8-15-84/8-31-84 9-1-84/8-31-85
Hughes, John C. Visiting Assistant Professor	Business Administration	9-1-84/5-31-85
Jankovic, Dragan S. Visiting Assistant Professor	Mathematics	9-1-84/5-31-85
Kock, Schalk W. Visiting Professor	Animal Science	7-1-84/8-31-84
Lee, Hyong J. Assistant Professor	Business Administration	9-1-84/5-31-85

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Lewis, Scott M. Visiting Assistant Professor	Law	1-16-85/5-31-85
McClurg, Gene R. Associate Professor	Engineering Technology	9-1-84/5-31-85
Pracht, William E. Visiting Assistant Professor	Business Administration	9-1-84/5-31-85
Ritter, Robert T. Assistant Professor	Architecture	9-1-84/5-31-85
Schrock, Jay R. Assistant Professor	Food and Nutrition	9-1-84/5-31-85
Swindel, Steven H. Assistant Professor	Mass Communications	9-1-84/5-31-85
Vandiver, Micki M. Visiting Assistant Professor	Political Science	9-1-84/5-31-85
Wiggins, Timothy Visiting Assistant Professor	Agricultural Education	9-1-84/5-31-85
Yu, Shawn S. Assistant Professor	Industrial Engineering	1-16-85/5-31-85

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Resignations and/or Terminations -
General Administration, Teaching, and Non-Classified Positions -
2. July through August, 1984

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Brady, Thomas E. Associate Professor	Biological Sciences	9-1-84
Clements, L. Davis, Jr. Associate Professor	Chemical Engineering	9-1-84
*Culp, James W. Professor	English	8-31-84
Diffley, Peter Assistant Professor	Biological Sciences	8-31-84
Giardino, John R. Assistant Professor	Geography	8-31-84
Kim, Kee S. Assistant Professor	Business Administration	9-1-84
Lombardi, Fabrizio Assistant Professor	Electrical Engineering/ Computer Science	8-31-84
Mehls, Steven F. Assistant Professor	History	8-6-84
Nakajima, Kazuo Assistant Professor	Electrical Engineering/ Computer Science	8-31-84
Spudeck, Raymond Assistant Professor	Business Administration	7-15-84
*Thomas, Henry C. Professor	Physics	9-1-84
*Ulich, Willie Professor	Agricultural Engineering	8-31-84
*Retiring		

TEXAS TECH UNIVERSITY

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

3. June 1, 1984 through July 31, 1984

<u>Project Activity</u>	<u>Amount</u>	<u>Source of Funds</u>
Crosbyton Solar Power Project - Systems Interface and Integration - Phase II	\$ 100,000	Department of Energy
Crosbyton Solar Power Project - Project Management - Phase II	162,471	Department of Energy
Crosbyton Solar Power Project - ADVS Operations and Test Modifi- cations - Phase II	227,747	Department of Energy
Crosbyton Solar Power Project - Fluid Control and Instrumenta- tion - Phase II	157,617	Department of Energy
Graduate Preparation of Multiple Competency Consulting Teachers of the Multihandicapped/Blind	161,121	Office of Education
Ancient Civilizations & Solutions to Modern Water Crisis	100,000	The Moody Foundation
College - Work Study Program	513,256	Office of Education
Supplemental Educational Opportunity Grant - Initial	114,670	Office of Education
TOTAL	<u>\$1,536,882</u>	

Air Tech Industries, Inc., - Aquatic Center Air Structure

4. a. The following contract No. 552 with Air Tech Industries, Inc., in the amount of \$104,955 for roof replacement at the Aquatics Center is entered for informational purposes. Execution of this contract was authorized in the Minutes of the May 11, 1984, meeting, Item M159.

CONSTRUCTION SERVICES

Contract No. 552

Account Number 62-A642-200000

AGREEMENT

THIS AGREEMENT made this 19th day of July, in the year Nineteen Hundred Eighty Four

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Air Tech Industries, 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 Aquatics Center - Roof Replacement (FP&C 84-22).

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 Four Thousand Nine Hundred Fifty Five Dollars and No/100

(Written Amount)

\$104,955

(Figures)

Included in the total contract sum is \$89,955 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed October 1, 1984.

The Contractor further agrees to pay, as liquidated damages, the sum of \$200.00 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 Office of Facility Planning & Construction, Texas Tech University.

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

AIR-TECH INDUSTRIES, INC.

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

By: /s/ Robert Tomquist
Treasurer

Knox, Gailey and Meador, Inc. - Computer Center, Library Basement

4. b. The following Agreement No. 569 with Knox, Gailey and Meador, Inc., in the amount of \$795,419 for the construction of a Computer Users Center in the basement of the Library is entered for informational purposes. Execution of this contract was authorized in the Minutes of August 3, 1984, Item M196.

CONSTRUCTION SERVICES

Contract No. 569

Account Number 12-6014-200000 (\$458,420)

62-A502-200000 (\$336,999)

AGREEMENT

THIS AGREEMENT made this 17th day of August, in the year Nineteen Hundred Eighty Four

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Knox, Gailey and Meador, 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 Library Basement - Computer Center (FPC #82-10A & B).

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 Seven Hundred Ninety Five Thousand Four Hundred Nineteen Dollars and no/100

(Written Amount)

Including Alternates #3 and #5

\$795,419

(Figures) .

Included in the total contract sum is \$435,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed in 320 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$210 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

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

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

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

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

ARTICLE 5

THE CONTRACT DOCUMENTS

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

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

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 7

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER

TEXAS TECH UNIVERSITY

CONTRACTOR

KNOX, GAILLEY & MEADOR, INC.

By: /s/ Lauro F. Cavazos

Lauro F. Cavazos, President

By: /s/ Don Meador

4. Knox, Gailey and Meador, Inc., Computer Center Renovation
c. The following Contract No. 566 with Knox, Gailey and Meador, Inc., in the amount of \$193,535 for the Computer Center renovation is entered for informational purposes. Execution of this contract was authorized in the Minutes of August 3, 1984, Item M197.

CONSTRUCTION SERVICES

Contract No. 566
Account Number 12-6014-200001

AGREEMENT

THIS AGREEMENT made this 15th day of August, in the year Nineteen Hundred Eighty Four

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Knox, Gailey and Meador, 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 Computer Center Renovation (FPC 82-10C Texas Tech University Including Alternates 1, 2, 3, 4, 5, 6, and 9).

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 Ninety-Three Thousand Five Hundred Thirty-Five Dollars and no/100

(Written Amount)

\$193,535

(Figures)

Included in the total contract sum is \$110,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

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

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 4

PROGRESS PAYMENTS

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

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

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

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

ARTICLE 5

THE CONTRACT DOCUMENTS

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

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

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 7

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER
TEXAS TECH UNIVERSITY

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

CONTRACTOR
KNOX, GAILLEY AND MEADOR, INC.

By: /s/ Don Meador

TEXAS TECH UNIVERSITY
Office of Development
August 1984
Gifts and Grants

5. a.

SUMMARY

	<u>August 1983</u>	<u>YTD FY '83</u>	<u>August 1984</u>	<u>YTD FY '84</u>
Texas Tech University	234,044.61	3,122,546.47	240,085.34	11,729,330.45
Texas Tech University Foundation	282,721.12	3,223,914.64	202,489.60	4,106,067.13
TOTAL:	\$516,765.73	\$6,346,461.11	\$442,574.94	\$15,835,397.58

Subject to Audit Verification