TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

MINUTES OF BOARD OF REGENTS MEETINGS

1989 - 1990

VOLUME I

MINUTES OF

BOARD OF REGENTS MEETING

August 4, 1990

TEXAS TECH UNIVERSITY
Lubbock, Texas

Minutes

Board of Regents
August 4, 1990

M151. The Board of Regents of Texas Tech University met in regular session on Saturday, August 4, 1990, at 9:15 a.m. in the Administration Building, Board Suite on campus. The following Regents were present: Mr. J. Fred Bucy, Chairman, Mr. Rex Fuller, Mr. J. L. Gulley, Jr., Mr. Carey Hobbs, Mr. J. L. "Rocky" Johnson, Mr. Wendell Mayes, Jr., Wm. Gordon McGee, M.D., and Mr. Alan B. White. Regent Gen. Richard E. Cavazos was absent. Officials and staff present were: Dr. Robert W. Lawless, President, Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Dr. Donald R. Haragan, Executive Vice President and Provost, Dr. Jerry Ramsey, Associate Vice President for Operations, Dr. C. Len Ainsworth, Vice Provost for Academic Affairs, Dr. Virginia Sowell, Associate Vice President, Dr. Thomas G. Newman, Associate Vice President for Computing and Information Technologies, Office of the Executive Vice President and Provost; Mr. Pat Campbell, Vice President and General Counsel; Mr. Mike Sanders, Vice President for Governmental Relations; Mr. Don Cosby, Vice President for Fiscal Affairs, Ms. Lisa Bradway, Assistant Vice President for Financial Services, Office of Vice President for Fiscal Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Robert Sweazy, Vice Provost for Research Services; Ms. Denise Jackson, Interim Executive Director for Development, Ms. Karen Wilson Selim, Assistant Vice President for Development, Office of Development; Mr. Fredric J. Wehmeyer, Associate Vice President for Physical Plant and Support Services; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller; Dr. Margaret Simon, Director, University News and Publications; Ms. Debra Wood, Director, Internal Audit; Mr. Gene Bals, Assistant Director, Facility Planning and Construction; Dr. Elizabeth G. Haley, Dean, Dr. Steve Jorgensen, Associate Dean, Dr. Carl M. Anderson, Associate Professor, and Ms. Gwendolyn L. Sorell, Associate Professor, Department of Human Development and Family Studies, College of Home Economics; and Mrs. Freda Pierce, Secretary of the Board. Texas Tech University Health Sciences Center: Bernhard T. Mittemeyer, M.D., Executive Vice President and Provost, Mr. Jim Lewis, Executive Assistant to the Executive Vice President and Provost, Office of the Executive Vice President and Provost; Mr. Elmo Cavin, Vice President for Fiscal Affairs; Mr. Dudley McCauley, Assistant Dean for Finance and Administration, Regional Academic Health Center, Amarillo; and Dr. Homer H. Merrifield, Professor and Chairman, Physical Therapy, School of Allied Health.

Others present were: Mrs. J. L. Gulley, Jr.; Dr. Shelley Harp, Vice President, Faculty Senate; Mr. Ross Crabtree, President, Student Association, Mr. Jim Barlow, Lubbock Avalanche-Journal; Ms. Beth George, University Daily; Mr. Ron Roberts, KAMC-TV; and Ms. Laura Merrill, KCBD-TV.

M152. Chairman Bucy called the meeting to order. Upon motion made by Mr. Gulley, seconded by Mr. Hobbs, the Minutes of the meeting of May 11, 1990, were approved.

M153. Mr. Bucy called on Dr. Lawless to give the President's report, as attached; Attachment No. M1. Mr. Bucy stated that this Board is committed and willing to work to support the development and fund raising efforts of the university.

M154. Mr. Mayes reported for the Academic, Student and Administrative Affairs committee. The following four items (M155 through M158) constitute action taken upon committee recommendation.

M155. Upon motion made by Mr. Mayes, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves appointments with tenure for the individuals on the attached list effective August 4, 1990; Attachment No. M2.

M156. Upon motion made by Mr. Mayes, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the reorganization of the College of Education from three departments into two divisions.

M157. Upon motion made by Mr. Mayes, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as follow: (a) Leaves of Absence, Attachment No. M3; (b) Commission as peace officer, Clyde Jeffrey Foster, effective April 24, 1990, in accordance with state law; (c) Establish the Center for Agricultural Technology Transfer, (d) Initial Operating Plan for Information Resources, Attachment No. M4.

M158. Upon motion made by Mr. Mayes, seconded by Mr. Johnson, the following was unanimously approved: RESOLVED, that the employment contract between the Board of Regents and Dr. Lawless be amended by changing the term of the contract from three years to five years, and that the Chairman of the Board of Regents be authorized to sign. The amendment is attached, Attachment No. M5.

M159. Mr. White reported for the Finance Committee. The following eight items (M160 through M167) constitute action taken upon committee recommendation.

M160. Upon motion made by Mr. White, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the attached budget adjustments for the period March 1, 1990, to May 31, 1990; Attachment No. M6.

M161. Upon motion made by Mr. White, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the attached revision of Policy 04.05, Contracting Policy and Procedures; Attachment No. M7.

M162. Upon motion made by Mr. White, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents approves an extension of the contract with the City of Lubbock to provide campus bus service for $28.00 per hour plus a fuel adjustment provision based on $1.05 per gallon for the period of September 1, 1990, to August 31, 1992, and authorizes the President to sign the contract.

M163. Upon motion made by Mr. White, seconded by Mr. Gulley, the following was approved: RESOLVED, that the board of Regents approves the award of the contract for medical claims administration to Alta Health Strategies, Inc., for the period beginning September 1, 1990, through August 31, 1991, and authorizes the President to sign the contract. In addition, authorizes the President, with the

concurrence of the Chairman of the Board or the Chairman of the Finance Committee, to sign the contract for term life and stop loss insurance for the same period.

M164. Upon motion made by Mr. White, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the attached revision of the financial plan for the ten-year allocation of the Higher Education Assistance Fund bond proceeds for Texas Tech University; Attachment No. M8.

M165. Upon motion made by Mr. White, seconded by Mr. Gulley, the following was approved: RESOLVED, that the Board of Regents approves the assessment and collection of $37 per semester credit tuition in addition to that authorized by statute, effective with the Fall 1991 semester, from each student enrolled in the School of Law.

M166. Upon motion made by Mr. White, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the attached revision of Policy 09.01, Texas Public Educational Grants, Attachment No. M9, and the deletion of Policy 09.09, Emergency Enrollment Grants.

M167. Upon motion made by Mr. White, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as follow: (a) Authorization and approval of travel, Attachment No. M10; (b) Approval of official travel reimbursement, Attachment No. M11; (c) Approval and payment of accounts, Attachment No. M12; (d) Revolving fund signature authorizations, Attachment No. M13; (e) Cashier's checks signature authorizations, Attachment No. M14; (f) University's Financial Aids Cashier's Account signature authorizations, Attachment No. M15; (g) Wire and other transfers, Attachment No. M16, and (h) Approval of the sale and transfer of stocks, bonds and other securities, Attachment No. M17.

M168. Mr. Gulley reported for the Campus and Building Committee. The following five items (M169 through M173) constitute action taken upon committee recommendation.

M169. Upon motion made by Mr. Gulley, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents authorizes the President to appoint the firm of Adling Associates, Architects, as project architect for the renovation and addition to the former home of presidents of the University. BE IT FURTHER RESOLVED, that the planning budget is established at $25,000.

M170. Upon motion made by Mr. Gulley, seconded by Mr. Johnson, the following was approved: RESOLVED, that the bid of Pharr & Company in the amount of $209,919 is accepted for Phase I and the President is authorized to execute a contract, to receive bids for Phase II; and to award a construction contract, with concurrence of the Chairman of the Board and the Chairman of the Campus and Building Committee for the renovation of the Fisheries and Wildlife Research Building. BE IT FURTHER RESOLVED, that the project budget is reestablished at $485,000.

M171. Upon motion made by Mr. Gulley, seconded by Mr. Fuller, the following was approved: RESOLVED, that the board of Regents authorizes the President to proceed with management of the Pyramid Plaza according to the attached revised management plan; Attachment No. M18.

M172. Upon motion made by Mr. Gulley, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents ratifies completion dates as attached; Attachment No. M19.

M173. Upon motion made by Mr. Gulley, seconded by Mr. Fuller, the following was approved: RESOLVED, that the board of Regents approves the lease of a 100' x 325' tract of land from Shirley and Keny Arnold for installation of astronomical observatory equipment and authorizes the Chairman of the Board of Regents to sign the lease.

M174. Mr. Johnson reported for the Development and Public Affairs Committee. The following four items (M175 through M178) constitute action and reports taken upon committee recommendation.

M175. Upon motion made by Mr. Johnson, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the gift of chemical laboratory equipment made to the College of Arts and Sciences by the American Fructose Dimmitt, Inc., of Dimmitt, Texas, be accepted by the Texas Tech University Board of Regents.

M176. Upon motion made by Mr. Johnson, seconded by Dr. McGee, the following was approved: RESOLVED, that the gift of Electroglas Wafer Prober Model 2010X made to the College of Business Administration by Electroglas of Santa Clara, California, be accepted by the Texas Tech University Board of Regents.

M177. Upon motion made by Mr. Johnson, seconded by Mr. Gulley, the following was approved: RESOLVED, that the gift of Apple Computer equipment made to the School of Mass Communications by Apple Computer, Inc., of Dallas, Texas, be accepted by The Texas Tech University Board of Regents.

M178. Mr. Johnson stated that gifts and grants for both institutions through July 30, 1990, total $9,043,702.40, which is 95.19% of our $9,500,000 goal for the 1989-90 fiscal year.

M179. Dr. McGee reported for the Committee of the Whole. Upon motion made by Dr. McGee, seconded by Mr. Fuller, the Board by unanimous vote approved the following: RESOLVED, based on a review of the record and thoughtful deliberation, the Board of Regents of Texas Tech University unanimously approves the findings of the Faculty Hearing Committee selected to consider the allegations of Dr. Gareth Knowles arising from his failure to gain tenure and promotion in the Electrical Engineering Department, College of Engineering. Specifically, the Board concurs with and approves the Hearing Committee's findings as follows:

1. The evidence fails to establish that the decision to deny tenure and promotion to Dr. Knowles was caused by a considerations violative of academic freedom.

2. The evidence fails to establish that the decision to deny tenure and promotion to Dr. Knowles was made for constitutionally impermissible reasons.

3. The evidence fails to establish that the decision to deny tenure and promotion to Dr. Knowles was caused by a significant noncompliance with the University's established standards or prescribed procedures.

A copy of the Hearing Committee's report dated May 1, 1990, is attached hereto as Exhibit "A" and incorporated herein as if copied verbatim, Attachment No. M20.

M180. Dr. McGee called upon Dr. Haragan, who gave the Provost's report; Attachment No. M21.

M181. Dr. Haragan recognized Dean Bess Haley, and she introduced Dr. Steve Jorgensen, who reported for the Department of Human Development and Family Studies. Mr. Bucy complimented Dr. Jorgensen for an excellent report, and Dr. Haragan for his work with administration, staff and deans in developing our priorities and resources.

M182. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

Attachments (August 4, 1990)

M 1. President's Report; Item M153.
M 2. Appointments with Tenure; Item M155.
M 3. Leaves of Absence; Item M157.
M 4. Initial Operating Plan for Information Resources; Item M157.
M 5. Amendment to President Lawless' Contract; Item M158.
M 6. Budget Adjustments for March 1 to May 31, 1990; Item M160.
M 7. Revision of Policy 04.05, Contracting Policy and Procedures; Item M161.
M 8. Revision of Financial Plan for Allocation of Higher Education Assistance Fund Bond Proceeds; Item M164.
M 9. Revision of Policy 09.01, Texas Public Educational Grants; Item M166.
M10. Authorization and Approval of Travel; Item M167.
M11. Approval of Official Travel Reimbursement; Item M167.
M12. Approval and Payment of Accounts; Item M167.
M13. Revolving Fund Signature Authorizations; Item M167.
M14. Cashier's Checks Signature Authorizations; Item M167.
M15. University's Financial Aids Cashier's Account Signature Authorizations; Item M167.
M16. Wire and Other Transfers; Item M167.
M17. Approval of Sale and Transfer of Stocks, Bonds and Other Securities; Item M167.
M18. Management Plan for Pyramid Plaza; Item M171.
M19. Completion Dates; Item M172.
M20. Findings of Special Hearing Committee in Matter of Dr. Gareth Knowles; Item M179.
M21. Provost's Report; Item M180.

I, Freda Pierce, the duly appointed and qualified Secretary of the board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of Texas Tech University Board of Regents meeting on August 4, 1990.

(Mrs.) Freda Pierce, Secretary

SEAL

August 4, 1990

President's Report not available at time of publication.

Appointments with Tenure

Dr. Doyle Paul Johnson	Professor of Sociology
Dr. C. Steven Richards	Professor of Psychology
Dr. Paul R. Vaughn	Professor of Agricultural Education and Mechanization

Leaves of Absence

Approve leave of absence without pay for Dr. Nan-Ting Chou, Assistant Professor of Economics, for the period September 1, 1990, through May 31, 1991. This leave will enable Dr. Chou to perform research for the Consumer Research Department of American Telephone Telegraph Company, and she will gain professional recognition in academics and business.

Approve leave of absence without pay for Dr. Kyung Wook Shin, Associate Professor of Music, from September 1, 1990, to June 30, 1991, in order that he may accept a visiting professorship of the Chan-Nam National University, Kwang-Je, Korea. Opportunities for research into the Chang method of singing and Korean Operatic literature performed in Korea will strengthen his professional background and improve the voice and opera program at Texas Tech.

Approve extension of leave of absence without pay for Dr. Lauro F. Cavazos, Professor of Biological Sciences, for the period September 19, 1990, to September 19, 1991. This leave is requested in order that he may continue serving as the Secretary of Education in Washington, D.C.

Board Minutes
August 4, 1990
Attachment No. M4
Item M157

Texas Tech University

Computing & Information Technologies

Initial Operating Plan

July 15, 1990

6/29/90

Thomas G. Newman, Associate
Vice President for Computing &
Information Technologies

Donald R. Haragan, Executive
Vice President & Provost

Robert W. Lawless, President

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Texas Tech University

Executive Summary

Initial Operating Plan

Texas Tech University's Long Range Information Systems Plans (LRISP) were submitted to the Automated Information and Telecommunications Council in August, 1988, and approved in March, 1989. Our mission has remained unchanged since that time.

Recent strategic changes have been made, resulting in a reorganization designed to better fulfill the mission of the university. In 1988, the Board of Regents voted to move to a provost-based organizational structure. As a result of this change, both the academic and the administrative computing organizations, as well as the Communication Services department, were assigned to report to the Associate Vice President for Computing and Information Technologies. This combination of responsibilities resulted in more effective communication and less duplication of resources. For example, both Academic and Administrative Initial Operating Plans will be included in this single document. The new structure is shown on the abbreviated organizational chart on page 6.

The configuration of the academic VAXcluster environment has changed slightly since submission of the LRISP, due to a 4.8 GB disk upgrade in February, 1989. A request for advanced certification is currently being reviewed by the Department of Information Resources (DIR) to upgrade the VAXcluster in conjunction with a proposed joint library automation and Academic Computing project. The proposed configuration is included on page 7.

The administrative IBM environment has also changed in accordance with the original LRISP. In September, 1990, the IBM 3081-KX6 will be replaced with an IBM 3084-QXC. This represents a slight departure from the wording in the LRISP, but the original intent of the document remains the same. The reasons for this deviation from the LRISP are covered in the Request for Advanced Certification which was submitted to the DIR and approved in May, 1990. A configuration chart reflecting the changes made by the installation of the 3084-QXC is included on page 8 of this document. Several of the smaller procurements which were listed in the plan have been postponed or cancelled as a result of cost-saving measures.

The projects which were identified as high priority projects in the LRISP are included either in the current operations portion of this plan or as separate projects. The Techris system is scheduled to be implemented in January, 1991, and costs are included in the Current Operations Project. Faculty workstations costing approximately $1 million annually are included in the procurements listed under the Current Operations Project. Academic network expansion costs of $178,000 over the five year period are included in the Normal Growth Project.

The Library Automation/Academic Computing Expansion Project is listed as project 1 of 4. The project includes equipment acquisition and implementation costs of $1.6 million, as well as annual ongoing expenses of $200,000. Alternatives which were considered and technologies which were evaluated are listed in the Request for Advanced Certification which was submitted to the DIR in May, 1990.

The administrative Mainframe Upgrade Project, originally included in the LRISP as a procurement in FY 1993, is listed in this document as project 2 of 4, to be implemented in FY 1994. Acquisition costs are estimated at $2.6

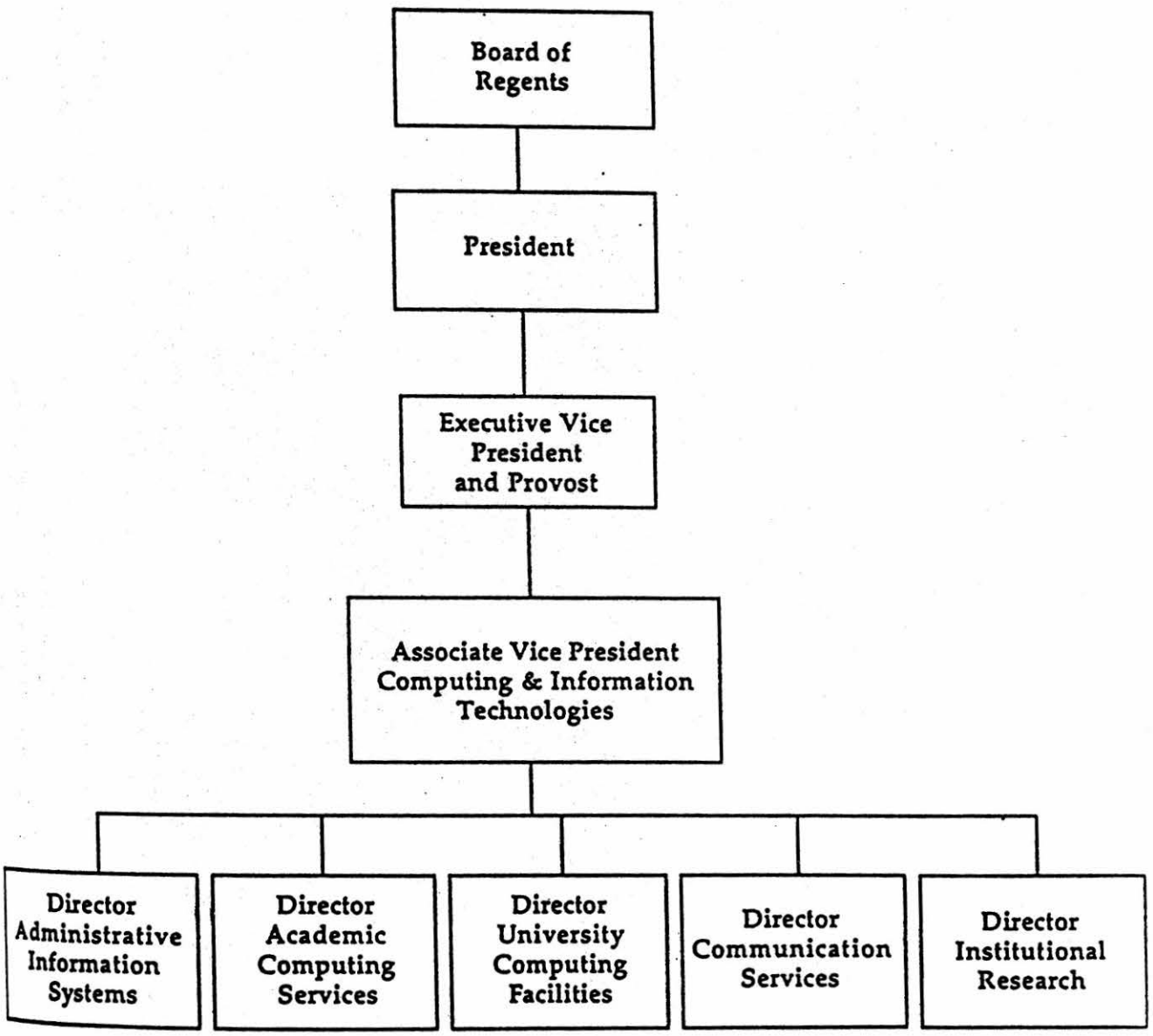
million, based on current pricing. Annual recurring costs are expected to increase by approximately $130,000.

The Academic Mini-Supercompter System, with acquisition costs of $2.2 million, is project 3 of 4. Annual ongoing costs are estimated at $500,000.

The Telecommunications Project, replacing the current centrex system with an alternative system, is listed as project 4 of 4. Over a five year period, this project would require additional expenditures of $3 million above those projected for the current system.

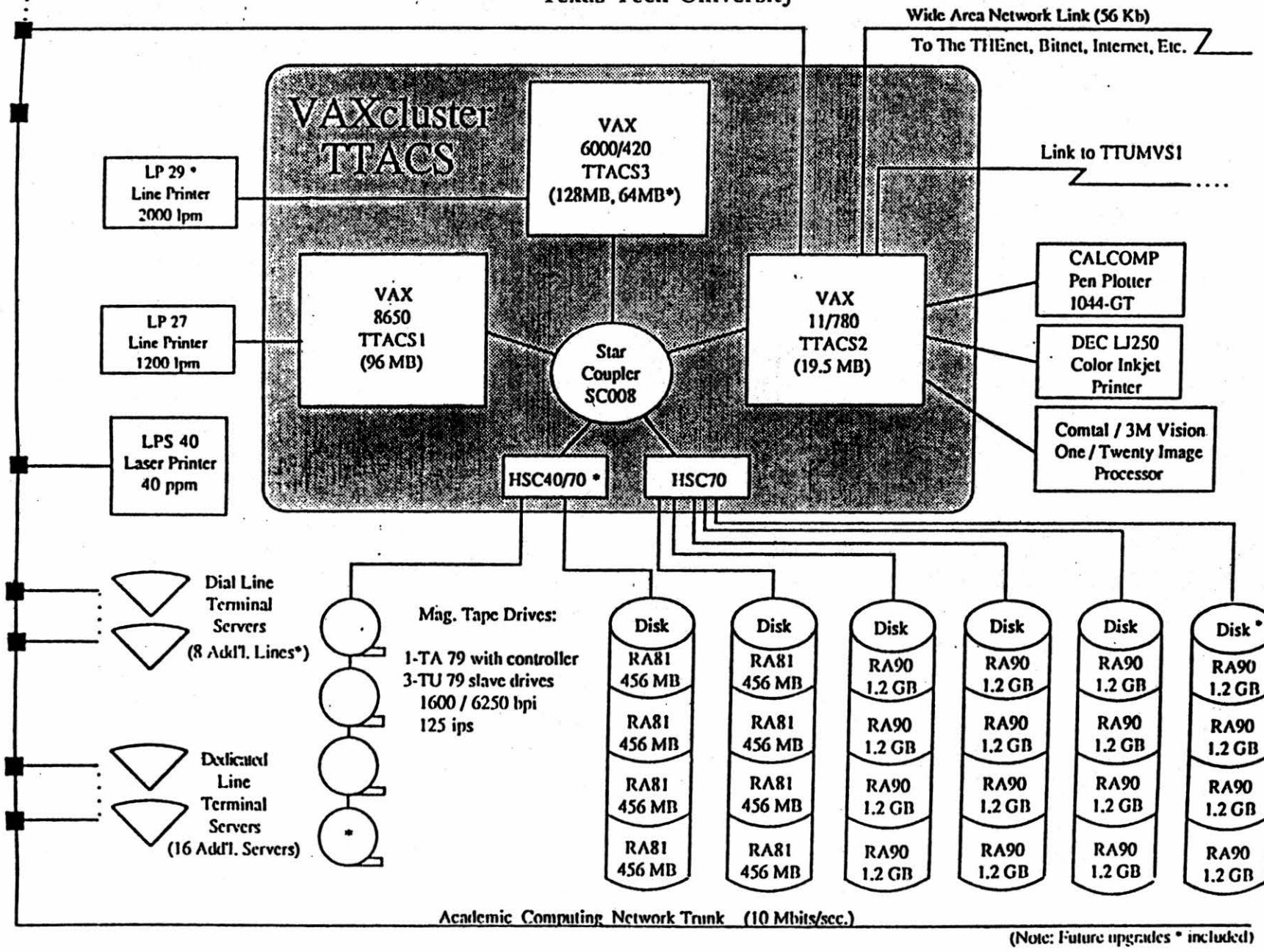
Texas Tech University

Computing & Information Technologies



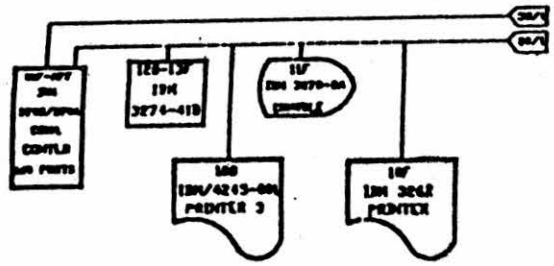
- PROPOSED CONFIGURATION -

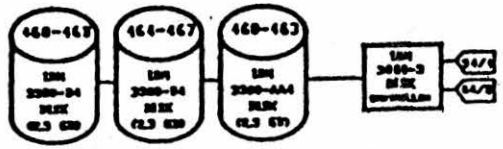
Academic Computing VAXcluster Configuration
Texas Tech University

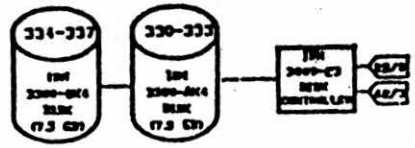


(Note: Future upgrades * included)

IBM 3084—QX CONFIGURATION
TEXAS TECH UNIVERSITY
COMPUTING FACILITIES
SYSTEM A







(TOTAL DASD 52.5GB)

96 MEGABYTES 48 CHANNELS

SOFTWARE:

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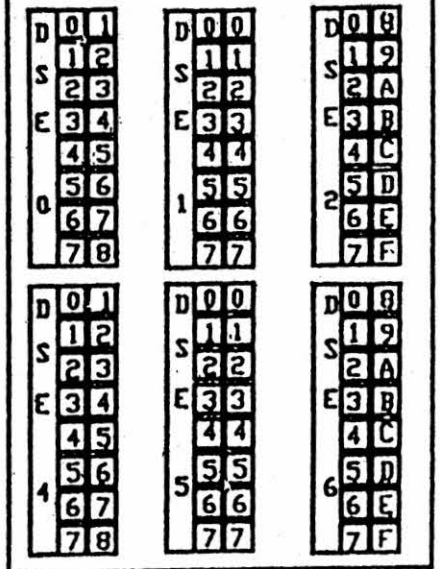
CICS 1.7 XA	WYLBUR 8.0
VTAM 3.1.1	NCP V2



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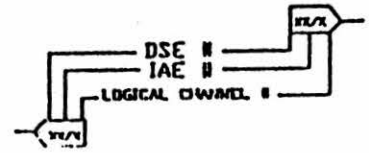

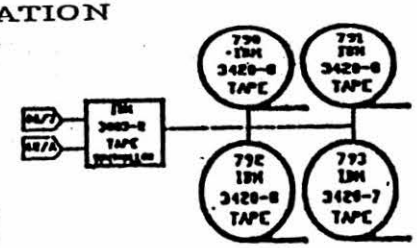

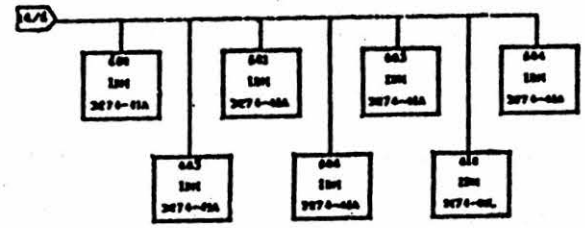

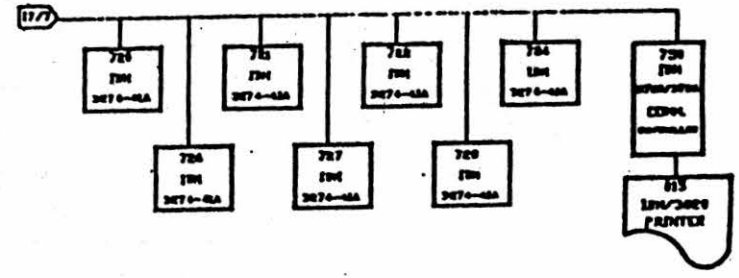

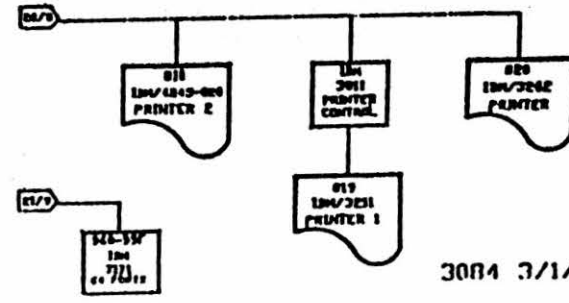

3084 3/1/90

SUPPORTING SCHEDULE--INFORMATION RESOURCES PROJECT (FORM A)

PROJECT: Current Operations
PRIORITY:
BEGIN:
END:
ORGANIZATIONAL IMPACT:

	FY 1990	FY 1991	FY 1992	FY 1993	FY 1994	FY 1995	TOTAL
BENEFITS: N/A							
PROJECT PHASE (DIRECT COST)							
Research/Analysis	36,000	14,000	51,000	18,000	23,000	0	142,000
Design/Development	751,000	720,000	804,000	788,000	787,000	788,000	4,638,000
Testing/Implementation	221,000	224,000	206,000	179,000	196,000	175,000	1,201,000
Operations	2,797,000	2,878,000	2,965,000	3,052,000	3,145,000	3,241,000	18,078,000
Capital Procurements	2,075,000	1,282,000	1,733,000	1,280,000	1,683,000	1,117,000	9,170,000
Maintenance	1,167,000	1,179,000	1,225,000	1,266,000	1,350,000	1,385,000	7,572,000
Training	53,000	45,000	49,000	48,000	49,000	51,000	295,000
Administrative	723,000	743,000	766,000	788,000	811,000	835,000	4,666,000
Other Operating	2,123,000	2,186,000	2,254,000	2,316,000	2,384,000	2,455,000	13,718,000
Total Direct Costs	9,946,000	9,271,000	10,053,000	9,735,000	10,428,000	10,047,000	59,480,000
METHOD OF FINANCING							
001 General Revenue Fund	4,169,000	4,148,000	4,596,000	4,381,000	4,704,000	4,582,000	26,580,000
666 Other Non-Appropriated Funds	4,120,000	4,032,000	4,161,000	4,274,000	4,391,000	4,447,000	25,425,000
HEAF	1,657,000	1,091,000	1,296,000	1,080,000	1,333,000	1,018,000	7,475,000
TOTAL	9,946,000	9,271,000	10,053,000	9,735,000	10,428,000	10,047,000	59,480,000

SUPPORTING SCHEDULE--INFORMATION RESOURCES PROJECT (FORM A)

PROJECT: Current Operations

TOTAL INDIRECT COSTS			336,000	346,000	356,000	367,000	378,000	389,000	2,172,000
Planned Procurements	Acquisition Method	Planned Financing	FY 1990	FY 1991	FY 1992	FY 1993	FY 1994	FY 1995	TOTAL
DESCRIPTION									
Admin Mainframe	Mfg. Specific	N	300,000						300,000
Terminals/PCs/Modems	Open Mkt/ State Contract	N	1,357,000	1,091,000	1,296,000	1,080,000	1,333,000	1,018,000	7,175,000
Computer Hardware	Open Mkt.	N	20,000						20,000
Computer Hardware	Open Mkt.	N		8,000					8,000
Computer Software	Open Mkt.	N			90,000				90,000
Computer Hardware	Open Mkt.	N			170,000				170,000
Application Software	Sole Source	N					70,000		70,000
Application Software	Sole Source	N					15,000		15,000
Computer Hardware	Sole Source	N					170,000		170,000
Contract Services	Sole Source	N	308,000	96,000					404,000
Contract Services	Sole Source	N	1,000		30,000				31,000
Contract Services	Sole Source	N			30,000				30,000
Contract Services	Sole Source	N			28,000	106,000			134,000
			1,986,000	1,195,000	1,644,000	1,186,000	1,588,000	1,018,000	8,617,000

SUPPLEMENTAL SCHEDULE-INFORMATION RESOURCES PROJECT (FORM A)

PROJECT: Normal Growth
DESCRIPTION: N/A
PRIORITY:
BEGIN:
END:
ORGANIZATIONAL IMPACT:

	FY 1990	FY 1991	FY 1992	FY 1993	FY 1994	FY 1995	TOTAL
BENEFITS: N/A							
PROJECT PHASE (DIRECT COST)							
Design/Purchase/Installation		619,000	370,000	563,000	275,000	568,000	2,395,000
Ongoing Maintenance							
Hardware Maintenance		14,850	54,249	70,663	100,556	115,541	355,859
Software Maintenance		75,000	80,250	85,868	91,878	98,310	431,305
Total Direct Costs		708,850	504,499	719,531	467,434	781,851	3,182,164
METHOD OF FINANCING							
HEAF		619,000	370,000	563,000	275,000	568,000	2,395,000
001 General Revenue Fund		89,850	134,499	156,531	192,434	213,851	787,164
TOTAL		708,850	504,499	719,531	467,434	781,851	3,182,164
TOTAL INDIRECT COSTS		26,707	18,972	43,877	20,332	35,122	145,010

Planned Procurements	Acquisition Method	Planned Financing	FY 1990	FY 1991	FY 1992	FY 1993	FY 1994	FY 1995	TOTAL
DESCRIPTION									
DASD	Open Mkt	N		331,000	163,000		163,000	168,000	825,000
Laser Printer	Open Mkt	N		175,000					175,000
Tape Drives	Mfg. Spec.	N			75,000			50,000	125,000
Front End Processor	Mfg. Spec.	N				150,000			150,000
Network Expansion	Proprietary	N		103,000	25,000	50,000			178,000
CPU Upgrade/Expansion	Proprietary	N				353,000		350,000	703,000
Disk	Proprietary	N			102,000		102,000		204,000
Software	Proprietary	N		10,000	5,000	10,000	10,000		35,000
				619,000	370,000	563,000	275,000	568,000	2,395,000

SUPPORTING SCHEDULE--INFORMATION RESOURCES PROJECT (FORM A)

PROJECT: Library Automation/Academic Computing Expansion
PRIORITY: 1 of 4
BEGIN: 9/90
END: 8/91
DESCRIPTION: Provide on-line Library services and expanded academic computing resources
ORGANIZATIONAL IMPACT: 1 Systems Programmer, 1.5 Computer Operators, 1 Network Technician

	FY 1990	FY 1991	FY 1992	FY 1993	FY 1994	FY 1995	TOTAL
BENEFITS: Service Enhancement							
1. Provide more comprehensive Library information services							
2. Reduce Library document processing time							
3. Increase effectiveness of faculty and students							
4. Reduce response and turnaround time							
5. Enhance instruction and research activities support							
6. Reduced personnel/equipment costs			33,000	93,000	93,000	113,000	332,000
			33,000	93,000	93,000	113,000	332,000
PROJECT PHASE (DIRECT COST)							
Acquisition		1,273,645	211,558				1,485,203
Testing/Implementation/Training		150,000					150,000
Recurring Cost (maint. & personnel)		100,000	195,127	204,883	215,128	225,884	941,022
Total Direct Costs		1,523,645	406,685	204,883	215,128	225,884	2,576,225
METHOD OF FINANCING							
HEAF		1,423,645	211,558	0	0	0	1,635,203
001 General Revenue Fund		100,000	195,127	204,883	215,128	225,884	941,022
TOTAL		1,523,645	406,685	204,883	215,128	225,884	2,576,225
TOTAL INDIRECT COSTS		129,510	34,568	17,415	18,286	19,200	218,979

Planned Procurements	Acquisition Method	Planned Financing	FY 1990	FY 1991	FY 1992	FY 1993	FY 1994	FY 1995	TOTAL
CPU/Peripherals	Proprietary	N		629,746					629,746
Upgrade to CPU/Peripherals	Proprietary	N			205,498				205,498
Network and Devices	Proprietary	N		182,341					182,341
Academic Software	Proprietary	N		25,000	3,360				28,360
L/A Software	Proprietary	N		225,000					225,000
Total Procurements				1,062,087	208,858	0	0	0	1,270,945

Alternatives:
Do not address the problems
Acquire and use separate systems for Library and academic computing activities

SUPPORTING SCHEDULE--INFORMATION RESOURCES PROJECT (FORM A)

PROJECT: Administrative Mainframe Upgrade
DESCRIPTION: Replace the IBM 3084-QX with a state-of-the-art, large-scale mainframe
PRIORITY: 2 of 4
BEGIN: 9/92
END: 8/94
ORGANIZATIONAL IMPACT:

	FY 1990	FY 1991	FY 1992	FY 1993	FY 1994	FY 1995	TOTAL
BENEFITS: N/A							
PROJECT PHASE (DIRECT COST)							
Training				10,000	6,000		16,000
Design/Development/Purchase					2,500,000		2,500,000
Installation					7,500		7,500
Upgrade of System Software					125,000		125,000
Ongoing Maintenance					128,837	130,856	259,693
Total Direct Costs				10,000	2,767,337	130,856	2,908,193
METHOD OF FINANCING							
001 General Revenue					128,837	130,856	259,693
HEAF				10,000	2,638,500		2,648,500
TOTAL				10,000	2,767,337	130,856	2,908,193
TOTAL INDIRECT COSTS					2,500	2,500	5,000

Planned Procurements	Acquisition Method	Planned Financing	FY 1990	FY 1991	FY 1992	FY 1993	FY 1994	FY 1995	TOTAL
DESCRIPTION									
Mainframe	Open Mkt.	N					2,500,000		2,500,000

Alternatives:
Discontinue less critical services

SUPPORTING SCHEDULE--INFORMATION RESOURCES PROJECT (FORM A)

PROJECT: Academic Mini-Supercomputer System
PRIORITY: 3 of 4
BEGIN: 9/91
END: 8/95
DESCRIPTION: Provide high-performance computing capability to faculty and graduate students in support of research and instruction.
ORGANIZATIONAL IMPACT: 2 Computer Operators, 2 Systems Programmers, 2 User Technical Support Programmers

	FY 1990	FY 1991	FY 1992	FY 1993	FY 1994	FY 1995	TOTAL
BENEFITS: N/A							
PROJECT PHASE (DIRECT COST)							
Installation			150,000				150,000
Capital Procurements			2,050,000				2,050,000
Recurring Maintenance			300,000	309,000	318,270	327,818	1,255,088
Recurring Personnel			174,000	182,700	191,835	201,427	749,962
Total Direct Costs			2,674,000	491,700	510,105	529,245	4,205,050
METHOD OF FINANCING							
HEAF			2,200,000	0	0	0	2,200,000
001 General Revenue Fund			474,000	491,700	510,105	529,245	2,005,050
TOTAL			2,674,000	491,700	510,105	529,245	4,205,050
TOTAL INDIRECT COSTS			227,290	41,795	43,359	44,986	357,430

Planned Procurements	Acquisition Method	Planned Financing	FY 1990	FY 1991	FY 1992	FY 1993	FY 1994	FY 1995	TOTAL
DESCRIPTION									
Mini-Supercomputer system	Proprietary	N			2,050,000				2,050,000
Total Procurements					2,050,000				2,050,000

Alternatives:
Use supercomputers via INTERNET at other facilities

SUPPORTING SCHEDULE--INFORMATION RESOURCES PROJECT (FORM A)

PROJECT: Telecommunications Project
DESCRIPTION: Replace the existing Centrex system with a PBX based network alternative system.
PRIORITY: 4 of 4
BEGIN: 6/90
END: 4/92
ORGANIZATIONAL IMPACT: Two central office switchroom personnel, one cable splicer, and three cable records clerks

BENEFITS (BY YEAR)	FY 1990	FY 1991	FY 1992	FY 1993	FY 1994	FY 1995	TOTAL
More control over future rate increases by becoming less dependent on regulated utilities.							
Ability to provide quicker response time to problems and service change requests.							
Increased variety of services available to users.							
Improved cable plant							
Decrease in monthly charges from SWB (assuming contract renewal at same rates)			433,195	866,390	866,930	866,930	3,033,445
PROJECT PHASE (DIRECT COST)							
Research/Analysis	10,000	10,000					20,000
Design/Development/Purchase		111,100	1,267,340	1,217,340	1,217,340	1,217,340	5,030,460
Testing/Implementation		100,000					100,000
Ongoing Maintenance		145,000	567,400	894,700	930,300	967,600	3,505,000
Total Direct Costs	10,000	366,100	1,834,740	2,112,040	2,147,640	2,184,940	8,655,460
METHOD OF FINANCING							
988 Non-appropriated funds (local)	10,000	366,100	1,834,740	2,112,040	2,147,640	2,184,940	8,655,460
TOTAL, Non-Appropriated	10,000	366,100	1,834,740	2,112,040	2,147,640	2,184,940	8,655,460
TOTAL INDIRECT COSTS	800	29,288	146,779	168,963	171,811	174,795	692,437
Indirect Costs estimated at 8% total project costs							

Planned Procurements	Acquisition Method	Planned Financing	FY 1990	FY 1991	FY 1992	FY 1993	FY 1994	FY 1995	TOTAL
DESCRIPTION									
Consultant	Open Mkt.	N	10,000	10,000					20,000
Telecommunications Switch	Open Mkt.	N			1,217,340	1,217,340	1,217,340	1,217,340	4,869,360
Splicing Equipment	Open Mkt.	N			50,000				50,000
			10,000	10,000	1,267,340	1,217,340	1,217,340	1,217,340	4,939,360

Projections are based on a five-year lease term and 5% inflation rate.

PROJECT TIMELINE
(FTE)

	1991	1992	1993	1994	1995
Current Operations	137.0	141.9	132.7	132.7	132.7
Normal Growth	0.0	0.0	0.0	0.0	0.0
Library Automation/ Academic Computing Expansion	3.5	3.5	3.5	3.5	3.5
Administrative Mainframe Upgrade			0.0	0.0	0.0
Academic Mini-Supercomputer		6.0	6.0	6.0	6.0
Telecommunications Project	6.0	6.0	6.0	6.0	6.0

CENTRAL ACADEMIC MAINFRAME
Percent Utilization by Project

	Current Capacity	Util	Before Upgrade FY 91	After Upgrade FY 91	After Upgrade FY 92	After Upgrade FY 93	After Upgrade FY 94	After Upgrade FY 95
Capacity (VUPS)	7		7.0	19.0	19.0	25.0	25.0	31.0
Existing*			99.0%	55.0%	65%	68%	72%	70%
Operating System		7.0%						
Instruction		37.0%						
Research		55.0%						
Library Automation				20.0%	30%	22%	27%	20%
			99.0%	99.0%	75.0%	95.0%	90.0%	99.0%	90.0%

* Includes existing utilization, projected growth, and cumulative impact of all small projects.

CENTRAL ACADEMIC STORAGE
Percent Utilization by Project

	Current Capacity	Util	Before Upgrade FY 91	After Upgrade FY 91	After Upgrade FY 92	After Upgrade FY 93	After Upgrade FY 94	After Upgrade FY 95
Capacity (GB)	8.4		8.4	18.0	22.8	22.8	27.6	27.6
Existing*			99.0%	45.0%	45.0%	45.0%	45.0%	59.0%
Operating System		42.0%						
Instruction		20.0%						
Research		32.0%						
Library Automation			0.0%	35.0%	40.0%	45.0%	40.0%	36.0%
		94.0%	99.0%	80.0%	85.0%	90.0%	85.0%	95.0%

* Includes existing utilization, projected growth, and cumulative impact of all projects below threshold.

Percent Utilization by Project

	Current Capacity	Util	Before Upgrade FY 91	After Upgrade FY 91	FY 92	FY 93	After Upgrade FY 94	FY 95
Capacity (MIPS)	15.5		15.5	28.7	28.7	28.7	72.0	72.0
Existing*			99.6%	68.7%	86.0%	96.6%	43.0%	48.0%
Operating System		25.9%						
Batch		18.7%						
TSO		9.8%						
Primary CICS (Student Information, Accounting, Ex-Students, etc)		26.0%						
Other CICS (911, Facilities, etc)		8.5%						
Housing, Personnel/Payroll		10.7%						
		99.6%	99.6%	68.7%	86.0%	96.6%	43.0%	48.0%

* Includes existing utilization, projected growth, and cumulative impact of all projects below threshold.

CENTRAL ADMINISTRATIVE DISK STORAGE
Percent Utilization by Project

	Current Capacity	Util	FY 90	After Upgrade FY 91	After Upgrade FY 92	FY 93	After Upgrade FY 94	FY 95
Capacity (GB's)	45		45	55	65	65	85	85
Existing*			87.0%	93.0%	88.0%	97.0%	82.0%	89.0%
Operating System		27.0%						
Batch		13.0%						
TSO		9.0%						
Primary CICS (Student Information, Accounting, Ex-Students, etc)		25.0%						
Other CICS (911, Facilities, etc)		4.0%						
Housing, Personnel/Payroll		9.0%						
		87%	87.0%	93.0%	88.0%	97.0%	82.0%	89.0%

* Includes existing utilization, projected growth, and cumulative impact of all projects below threshold.

CENTRAL ACADEMIC MINI-SUPERCOMPUTER
Percent Utilization by Project

	Capacity	Util	FY 91	FY 92	FY 93	FY 94	FY 95
Capacity (MFlops)	100						
Operating System				20%	21%	22%	23%
Research				40.0%	60.0%	70.0%	75.0%
				60.0%	81.0%	92.0%	98.0%

CENTRAL ACADEMIC MINI-SUPERCOMPUTER STORAGE
Percent Utilization by Project

	Capacity	Util	FY 91	FY 92	FY 93	FY 94	FY 95
Capacity (GB)	20.0			20.0	20.0	20.0	20.0
Operating System				25.0%	27.0%	29.0%	31.0%
Research				35.0%	43.0%	51.0%	59.0%
				60.0%	70.0%	80.0%	90.0%

TELECOMMUNICATIONS SYSTEM
Percent Utilization by Project

				Before Upgrade	After Upgrade			
	Capacity	Util	FY 91	FY 92	FY 92	FY 93	FY 94	FY 95
Existing Centrex	N/A			N/A				
Telecom Switch	12,000 Lines				65%	68%	72%	75%

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK §

AMENDMENT TO EMPLOYMENT CONTRACT

This Amendment, made and entered into this the 4th day of August, 1990, between the Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center and Dr. Robert W. Lawless, President and Chief Executive Officer of Texas Tech University and Texas Tech University Health Sciences Center, shall serve to and does hereby amend the original Employment Contract between the parties dated May 12, 1989, and attached hereto as Exhibit "A" and incorporated herein as if copied verbatim.

NOW THEREFORE, for and in consideration of the mutual benefits and consideration received and to be received by the respective parties, Dr. Robert W. Lawless and the Board of Regents agree that the term of employment stated in the original Employment Contract shall be and is hereby extended for a period of two (2) years. Specifically, Dr. Robert W. Lawless' term of employment as President and Chief Executive Officer of the Universities is extended to July 1, 1994. It is further agreed and understood that all other terms, conditions, covenants and agreements contained in the original Employment Contract shall be and remain in full force and effect until amended by written agreement between the parties.

Signed and executed this 4th day of August, 1990.

J. Fred Bucy
Chairman, Board of Regents
Texas Tech University and
Texas Tech University Health
Sciences Center

Robert W. Lawless
President and Chief Executive Officer
of Texas Tech University and Texas
Tech University Health Sciences Center

ATTEST:

Freda Pierce, Secretary

EXHIBIT "A"

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK §

EMPLOYMENT CONTRACT

This agreement is made and entered into this the 12 day of May, 1989, by and between the Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center, hereinafter referred to as TEXAS TECH and Dr. Robert W. Lawless, hereinafter referred to as DR. LAWLESS.

The parties hereto acknowledge that DR. LAWLESS was offered and accepted the position of President and Chief Executive Officer of TEXAS TECH on the 30th day of March, 1989.

NOW THEREFORE, for and in consideration of the mutual benefits and consideration received and to be received by the respective parties DR. LAWLESS is employed by TEXAS TECH upon the following terms, conditions, covenants, and agreements:

Employment and Appointments

1. DR. LAWLESS' employment as President and Chief Executive Officer of Texas Tech University and Texas Tech University Health Sciences Center shall be effective the first day of July, 1989. Until such time DR. LAWLESS shall be afforded all of the rights, privileges, duties and responsibilities as may be consistent with such designation and the actual assumption of the Presidency on July 1, 1989.
2. In addition to the appointment as President and Chief Executive Officer of TEXAS TECH, DR. LAWLESS is appointed as Professor with tenure in the College of Business Administration (Department of Information Systems and Quantative Studies) and the College of Engineering (Department of Industrial Engineering).

Term of Employment

1. The term of this Contract of Employment shall be for a period of three years commencing July 1, 1989.
2. DR. LAWLESS' joint tenured appointment as Professor in the College of Business Administration and Professor in the College of Engineering shall be subject to policies, rules, regulations and any changes or amendments thereto of the Board of Regents and TEXAS TECH concerning rights, privileges, obligations and duties of other tenured professors within TEXAS TECH.

Salary

1. DR. LAWLESS shall be remunerated for services rendered as President and Chief Executive Officer of TEXAS TECH based on an annual rate of $160,000.00 per year payable monthly as the same accrues.

   The Board of Regents will review DR. LAWLESS' salary at least annually commencing on or before August 31, 1990.
2. If, during the term of this contract or any extension thereof, DR. LAWLESS should cease to serve as President and Chief Executive Officer of TEXAS TECH, DR. LAWLESS may, at his option, assume the duties of Professor in the College of Business Administration and/or Professor in the College of Engineering for the remainder of the contract term at his then current salary. After the expiration of the contract term, DR. LAWLESS shall be paid a salary not less than the highest salary in such college on the effective date of assumption of professorial duties. However, the Board may, in its discretion, designate a salary commensurate with the duties in excess of the above defined professorial salary.

Performance

DR. LAWLESS agrees to devote his full time, labor, effort, and attention, in good faith, to conduct and perform the duties assigned to him as President and Chief Executive Officer of TEXAS TECH. It is expected that DR. LAWLESS will give his first attention to TEXAS TECH and although the need may be infrequent, be available at all times to the needs of TEXAS TECH when not out of town. However, DR. LAWLESS, may, with prior consent of the Board of Regents, engage in professional consulting work and participate as a member of boards of directors of corporations and other entities external to the University.

Residence

It has been a long-standing policy of TEXAS TECH to provide the President and Chief Executive Officer the residence owned by TEXAS TECH to enable him to properly perform the duties of his employment and serve the best interests of TEXAS TECH. Therefore, as a condition of DR. LAWLESS' employment as President and Chief Executive Officer of TEXAS TECH, DR. LAWLESS shall be required to reside in the Presidential home for the convenience of TEXAS TECH, use the residence for necessary and proper University functions, maintain an office in the residence with telephone extension service from the President's campus office and use the residence in the performance of his duties by holding thereon necessary and proper functions and other matters consistent with the office of President and Chief Executive Officer of TEXAS TECH. The residence is equipped with guest quarters and adequate staff to meet the needs of guests of the University as well as facilitate meetings of administrative and educational personnel and student leaders as well as certain other business

meetings on behalf of TEXAS TECH. TEXAS TECH shall furnish all cost, maintenance, upkeep, repair and service on the residence, grounds and appurtenances thereto.

Retirement and Insurance Benefits

DR. LAWLESS shall be entitled to participate in the applicable retirement insurance, and annuity programs available to other officers and professional employees of TEXAS TECH. Contributions by the State of Texas and the Universities for DR. LAWLESS' participation in such programs shall be in accordance with applicable state and federal laws, and University rules and regulations governing such retirement, insurance and annuity contributions and participations.

Other Matters, Duties and Conditions of Employment

1. As a condition of his employment and in order to properly discharge the duties of office, DR. LAWLESS shall be required to use an automobile furnished by TEXAS TECH. The Board shall determine the model, make, type, and style of automobile and the appropriate amount of insurance; however, such insurance shall include the usual features such as fire, casualty, collision, public liability, personal liability, injury, and medical payment features to adequately protect the interests of TEXAS TECH and that of DR. LAWLESS; maintenance, repair and upkeep of the automobile shall be provided by TEXAS TECH and shall include warranty items and other items of repair as necessary and proper.
2. As a condition of his employment, DR. LAWLESS will be required to attend those activities which in his judgment will further the interest of TEXAS TECH and be accompanied by Mrs. Lawless when he deems such to be in the best interest of TEXAS TECH.

3. DR. LAWLESS shall be provided sufficient funds for: a.) operating cost of the President's Office, b.) attendance at University functions, c.) official University travel, expenses and entertainment, and d.) other official activities as authorized and approved by the Board of Regents.

4. In order to properly discharge the duties of his office, DR. LAWLESS shall be provided the use of a membership in the Lubbock Country Club, Lubbock Club and other memberships as deemed appropriate by the Board of Regents including dues and those expenses incurred in the use of these memberships on behalf of TEXAS TECH.

Signed and executed this 12 day of May, 1989.

Robert W. Lawless

ATTEST:

Freda Pierce, Secretary

J. Fred Bucy, Chairman
Board of Regents
Texas Tech University

ATTEST:

Freda Pierce, Secretary

J. Fred Bucy, Chairman
Board of Regents
Texas Tech University Health Sciences Center

NO.	ACTIVITY	SOURCE OF FUNDS OTHER	SOURCE OF FUNDS INCOME	EXPENSE	REMARKS
BOARD APPROVAL:					
	PLANT FUNDS				
AE4403	Arcjet Electrode Degradation Research	$ 20,000	$ 0	$ 20,000	Establish budget from unappropriated balance of TTU Special Mineral Fund to match grant funds
	SUBTOTAL, PLANT FUNDS	$ 20,000	$ 0	$ 20,000	
	TOTAL BOARD APPROVAL	$ 20,000	$ 0	$ 20,000	
BOARD RATIFICATION:					
	EDUCATIONAL & GENERAL FUNDS				
NE3790	Demurrage - Instructional	$ 6,886	$ 0	$ 6,886	Increase budget to cover expense of cylinder rental
NE3789	Demurrage - Research	$ 16,380	$ 0	$ 16,380	Increase budget to cover expense of cylinder rental
NE4227 NE4522	Human Development and Family Studies Preschool Lab	$ 0	$ 17,055	$ 17,055	Increase expense budget based on revised revenue estimates
	SUBTOTAL, E & G FUNDS	$ 23,266	$ 17,055	$ 40,321	

NO.	ACTIVITY	SOURCE OF FUNDS OTHER	SOURCE OF FUNDS INCOME	EXPENSE	REMARKS
BOARD RATIFICATION (Cont.):					
	DESIGNATED FUNDS				
AE2593	Foreign Applications Fee	$ 115,011	$ 0	$ 115,011	Transfer from Designated funds to cover deficit balance
	SUBTOTAL, DESIGNATED FUNDS	$ 115,011	$ 0	$ 115,011	
	PLANT FUNDS				
AE3028	Petroleum Engineering Equipment	$ 100,000	$ 0	$ 100,000	Budget funded from unappropriated balance to purchase equipment
	SUBTOTAL, PLANT FUNDS	$ 100,000	$ 0	$ 100,000	
	TOTAL BOARD RATIFICATION	$ 238,277	$ 17,055	$ 255,332	
	TOTAL	$ 258,277	$ 17,055	$ 275,332	

Board Minutes
August 4, 1990
Attachment No. M6, pg. 2
Item M160

04.05
Contracting Policy and Procedures

(1) General

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

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

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

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

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

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

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

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

(2) Approval of the Board of Regents is Required for:

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

(B) Contracts which provide for the services of a consultant, with an initial consideration of more than $10,000 and all modifications increasing that contract. Approval is also required for any modifications to a contract where the initial consideration was $10,000, or less, and the modification will cause the total consideration to exceed $10,000.

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

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

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

(F) Contracts in the above categories are to be signed by the Chairman of the Board or the President, as specified in the Board order in which it was approved. Such contracts shall be filed with the Secretary of the Board of Regents.

(3) Approval of the President and Concurrence of Either the Chairman of the Board or the Chairman of the Finance Committee is Required for:

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

(B) Contracts and proposals for research or other sponsored programs with an initial award of $250,000 or more. To meet an agency

deadline, research proposals may be submitted prior to concurrence; however, if such concurrence is not received within 30 days, the proposal will be withdrawn.

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

(D) Contracts in the above categories will be signed by the President or, in his absence, by the Executive Vice President and Provost or the Vice President for Fiscal Affairs.

(4) Approval of the President is Required for:

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

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

(C) All contracts for renewals of research or other sponsored programs and athletic events.

(D) Contracts in the above categories will be signed by the President, or, in his absence, by the Executive Vice President and Provost, or the Vice President for Fiscal Affairs unless signature authority is delegated in accordance with (5) below.

(5) Delegation of Authority

(A) The President may delegate his authority to approve and sign contracts for proposals or awards for research or other sponsored projects which involve a consideration of less than $250,000 to the Executive Vice President and Provost, or, in his absence, by the Vice Provost for Research or the Vice President for Fiscal Affairs.

(B) The President may delegate his authority to approve and sign contracts for continuing education and extension course activity which involve a consideration of less than $250,000 to the Executive Vice President and Provost, or, in his absence, by the Assistant Vice President for Budget and Investments or the Vice President for Fiscal Affairs.

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

Board Minutes
August 4, 1990
Attachment No. M8
Item M164

UPDATE OF THE FINANCIAL PLAN FOR THE ALLOCATION OF HIGHER EDUCATIONAL ASSISTANCE BOND FUNDS FOR TEXAS TECH UNIVERSITY

A. STATUS OF HEAF BOND FUNDS ALLOCATION

FUNDS PROVIDED BY SALE OF BONDS	$37,989,096
INTEREST EARNINGS THROUGH 8/31/89	6,658,129
TOTAL FUNDS AVAILABLE	$44,647,225
EXPENDITURES THROUGH 8/31/89	(32,255,648)
REMAINING FUNDS AT 8/31/89	$12,391,577

THE EXPENDITURES THROUGH 8/31/89 ARE FOR PROJECTS APPROVED BY THE BOARD IN THE GENERAL PLAN PRESENTED AT THE MARCH 27, 1987 BOARD MEETING, ITEM M109. THESE EXPENDITURES ARE DETAILED BELOW:

1. GROUP I PROJECTS ($1,000,001 AND OVER)

TEXTILE RESEARCH - EAST CAMPUS	$2,468,107	
CIVIL AND MECHANICAL ENGINEERING RENOVATION	3,891,894	
CHEMISTRY RENOVATION	6,343,007	
ENGINEERING RESEARCH	2,993,591	
ELECTRICAL ENGINEERING RENOVATION	1,397,639	
PHYSICAL PLANT ADDITION TO AUGUST 31, 1989	131,062	
TOTAL GROUP I		$17,225,300

2. GROUP II PROJECTS ($100,001 - $1,000,000)

MEATS LAB RENOVATION	$1,199,189	
LIBRARY ROOF AND COLUMNS	838,117	
BIOLOGY GREENHOUSE	953,344	
CAMPUS - SECONDARY ELECTRICAL	1,651,809	
CAMPUS - REPLACE ROOFS	407,865	
ANIMAL SCIENCE - NEW DEAL WATER SYSTEM	385,778	
BIOLOGY BUILDING HEATING SYSTEM	983,782	
OTHER	1,324,039	
TOTAL GROUP II		7,743,923

3. GROUP III PROJECTS ($10,000 - $100,000) AND ANNUAL ALLOCATION FOR MINOR AND INTERMEDIATE PROJECTS — 7,286,425

TOTAL EXPENDITURES THROUGH 8/31/89 — $32,255,648

B. REVISED PLAN FOR FISCAL YEARS 90 - 95.

FUNDS AVAILABLE		
REMAINING FUNDS AT 8/31/89		$12,391,577
ESTIMATED INTEREST EARNINGS FROM 9/1/89 THROUGH 8/31/95		1,437,884
TOTAL FUNDS AVAILABLE		$13,829,461
LESS: BALANCES COMMITED TO EXISTING PROJECTS		(4,896,637) *
REMAINING FUNDS AVAILABLE FOR ALLOCATION		$8,932,824
RECOMMENDED ALLOCATIONS - YEARS 90-95		
1. ANNUAL ALLOCATION FOR MINOR AND INTERMEDIATE PROJECTS ($1,050,000/YR)	$6,300,000 (1)	
2. ASBESTOS MONITORING ($200,000/YR)	1,200,000	
TOTAL RECOMMENDED ALLOCATIONS		(7,500,000)
ESTIMATED RESERVE		$1,432,824

*UNSPENT PROJECT BALANCES CONSIST OF:	
PHYSICAL PLANT ADDITION	$2,600,938
SCIENCE - REMODEL	843,374
OTHER SMALL BALANCES	1,452,325
TOTAL UNSPENT PROJECT BALANCES	$4,896,637

(1) THE ANNUAL ALLOCATION FOR MINOR AND INTERMEDIATE PROJECTS WAS $800,000 THROUGH FY 89. IT IS RECOMMENDED THAT THIS ALLOCATION NOW BE INCREASED TO $1,050,000 PER YEAR.

09.01
Texas Public Educational Grants

(1) The Texas Education Code, Section 56.0333, authorizes the governing board of Texas Tech University to set aside a portion of each resident and non resident student's tuition for the purpose of awarding Texas Public Educational Grants and Emergency Tuition and Fees Loans to students.

(2) The Board of Regents shall cause to be set aside 9 percent of each resident student's tuition and 3 percent of each nonresident student's tuition.

(3) Of the funds set aside by the University, 90 percent shall be used for Texas Public Education Grants, and 10 percent shall be used for emergency loans.

(4) Criteria for awarding grants will be as follows:

(A) Grants are to be made only to students who have been accepted for enrollment and who actually enroll in the term or terms for which the grant is awarded.

(B) Grants are to be awarded based upon the financial need of the applicant.

(C) Financial need is to be determined by use of accepted needs analysis procedures generally in use in other "needs based" financial assistance programs. Deviation from such procedures shall be properly

09.01

Texas Public Educational Grants

documented.

(D) Awards to residents may only be funded through funds set aside from resident student tuition revenues. Awards to nonresident and foreign students may only come from funds set aside from the tuition revenues of such students.

(E) Any or all of the funds set aside ~~from making~~ for the Texas Public Educational Grants may be transferred to the Texas Higher Education Coordinating Board, ~~Texas College and University System~~ to be used for matching federal or other grant funds for awarding to students at Texas Tech University. Generally, only such amounts as can be equally matched by funds transferred to the Coordinating Board shall be returned to the University upon request of the ~~Chief Executive Officer~~ President.

(F) At the end of a fiscal year, if the total amount of unencumbered funds that have been set aside under this program by the University, together with the total amount of unencumbered funds transferred by the University to the Texas Higher Education Coordinating Board, ~~Texas College and University System,~~ exceeds 150 percent of the amount of funds set aside by the University in the fiscal year, the University

09.01

Texas Public Educational Grants

shall transfer the excess amount to the Coordinating Board for the purpose of awarding scholarships as provided by law to students at other institutions.

(5) Criteria for the award, eligibility, and terms of the Emergency Tuition and Fees loan will be as follows:

(A) All resident and nonresident undergraduate, graduate, and professional students registered in a degree granting program are eligible.

(B) Applications will be processed on a first-come, first-serve basis.

(C) The maximum amount of loan per student may not be less than an amount equal to the balance of tuition and required fees owed to the University for the courses in which the student is actually enrolled.

(D) A promissory note will be initiated with interest rate of 5 percent per annum, repayment not to exceed 90 days during the regular semester of 30 days for a six-week summer session.

(E) The promissory note will be considered delinquent if not paid in full by the original due date and subject to 15 percent interest rate per

09.01

Texas Public Educational Grants

annum. In the event the loan becomes delinquent, the borrower's permanent records and re-enrollment at the University will be denied until the debt is liquidated. The borrower will be responsible for all legal and collection charges in the recovery of the debt obligation.

(F) Repayment of the loan may be deferred according to guidelines established by the Office of Student Financial Aid and the University Collections Office.

(G) Under guidelines established in item (F), deferred repayment must begin on the earlier of the following dates:

1. the first day of the ninth month after the last month in which the borrower was enrolled in a public institution of higher education; or

2. the fifth anniversary of the date on which the loan was executed.

(H) Under rules adopted by the Coordinating Board, the University may extend the time for repayment of undergraduate loans made to stu-

09.01

Texas Public Educational Grants

dents who later enroll in graduate or professional programs at an institution of higher education. The Coordinating Board shall adopt guidelines for determinations of extreme financial hardship and other instances in which the public interest is served if a loan is forgiven. The University shall forgive loans in accordance with those guidelines.

6. The Office of Student Financial Aid will be responsible for authorizing all loans and informing the Bursar's Office of eligible recipients. The Collections Office will be responsible for collecting all loans.

a. To authorize and approve all travel of employees of Texas Tech University, except that to countries outside the United States other than United States' possessions, Canada and Mexico, provided that such travel contributes to the mission of the University and is in accordance with current travel regulations and who may further delegate their authority, effective August 4, 1990, through August 31, 1991:

President
Executive Vice President and Provost
Vice Provost for Academic Affairs
Vice Provost for Research Services
Vice President for Fiscal Affairs
Vice President for Student Affairs
Vice President for Development
Vice President and General Counsel
Vice President for Governmental Relations
Dean of the College of Agricultural Sciences
Dean of the College of Architecture
Dean of the College of Arts and Sciences
Dean of the College of Business Administration
Dean of the College of Education
Dean of the College of Engineering
Dean of the College of Home Economics
Dean of the Graduate School
Dean of the School of Law
Director of Athletics
Director of Planning
Director of University News and Publications
Director of Internal Audit.

b. To approve official travel reimbursement from State appropriations and all other funds for officers and employees of Texas Tech University provided that the purpose of the travel and the reimbursement for such are in accordance with State travel regulations, other statutory requirements, or other action promulgated by this Board, effective August 4, 1990, and to continue such time as they are separated from the University or assigned other responsibilities:

Robert W. Lawless, President
Donald R. Haragan, Executive Vice President and Provost
Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller
Lisa K. Bradway, Assistant Vice President for Financial Services
Charlie L. Stallings, Assistant Comptroller
Steve R. Pruitt, Director of Accounting Services
Karen L. Evans, Manager of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting
Sue Higgins, Financial Systems Coordinator
Deana Miller, Accounting Group Supervisor
Lynda Foster, Accounting Group Supervisor
David Fisher, Chief Accountant
Connie F. Evans, Senior Accountant
June Linker, Senior Accountant.

c. For approval and payment of all accounts covering expenditures for State-appropriated funds and all other University-controlled funds, effective August 4, 1990, and to continue until such time as they are separated from the University or assigned other responsibilities:

Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller
Lisa K. Bradway, Assistant Vice President for Financial Services
Charlie L. Stallings, Assistant Comptroller
Steve R. Pruitt, Director of Accounting Services
Karen L. Evans, Manager of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting
Gloria J. Hale, Manager of Payroll
Sue Higgins, Financial Systems Coordinator
Deana Miller, Accounting Group Supervisor
Lynda Foster, Accounting Group Supervisor
David Fisher, Chief Accountant
Gerie L. Pirkey, Chief Accountant
Connie F. Evans, Senior Accountant
June Linker, Senior Accountant
Barbara George, Accountant
Melba Parchman, Accountant.

d. To sign and/or countersign checks drawn on the Revolving Fund and all other checking accounts of the University in any depository bank, except the University's Cashier's Account in the American State Bank, Lubbock, Texas, effective August 4, 1990, and to continue until such time as they are separated from the University or assigned other responsibilities and further provided that any mechanically signed check of $10,000 or more shall be reviewed and manually signed by one of the employees listed who may sign or countersign:

Employees who may sign or countersign:

Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller
Lisa K. Bradway, Assistant Vice President for Financial Services
Charlie L. Stallings, Assistant Comptroller
Steve R. Pruitt, Director of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting
Karen L. Evans, Manager of Accounting Services

Employees who may countersign only:

Gloria J. Hale, Manager of Payroll
Deana Miller, Accounting Group Supervisor
Lynda Foster, Accounting Group Supervisor.

e. To sign and/or countersign cashier's checks drawn on the University's Cashier's Account in the American State Bank, Lubbock, Texas, effective August 4, 1990, and to continue until such time as they are separated from the University or assigned other responsibilities and further provided that any mechanically signed check of $10,000 or more shall be reviewed and manually signed by one of the employees listed who may sign or countersign:

Employees who may sign or countersign:

Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller
Lisa K. Bradway, Assistant Vice President for Finance
Charlie L. Stallings, Assistant Comptroller
Steve R. Pruitt, Director of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting
Karen L. Evans, Manager of Accounting Services
Deana Miller, Accounting Group Supervisor
Lynda Foster, Accounting Group Supervisor

Employees who may countersign only:

Melissa McMahan, Accountant
James E. Meiers, University Bursar.

f. To sign and/or countersign checks drawn on the University's Financial Aids Cashier's Account in the American State Bank, Lubbock, Texas, effective August 4, 1990, and to continue until such time as they are separated from the University or assigned other responsibilities and further provided that any mechanically signed check of $10,000 or more shall be reviewed and manually signed by one of the employees who may sign or countersign:

Employees who may sign or countersign:

Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for business Affairs and Comptroller
Lisa K. Bradway, Assistant Vice President for Financial Services
Charlie L. Stallings, Assistant Comptroller
Ronny Barnes, Assistant Vice President for Student Affairs
Tommie Beckwith, Associate Director of Financial Aids
Rodney Carpenter, Assistant Director of Financial Aids
Steve Pruitt, Director of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting.

g. To authorize transfer, by wire or other means, of funds between Texas Tech University depositories, effective August 4, 1990, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may authorize or counter-authorize:

Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller
Lisa K. Bradway, Assistant Vice President for Financial Services
Charlie L. Stallings, Assistant Comptroller
Steve R. Pruitt, Director of Accounting Services
Robert J. Hall, Assistant Vice President for Budget and Investments
Winnie Long, Manager of Cash Management.

h. To authorize and approve the sale and transfer of stocks, bonds, and other securities which are owned or controlled by Texas Tech University provided such action is approved by any two of them, effective August 4, 1990, and to continue until such time as they are separated from the University or assigned other duties or responsibilities:

Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller
Lisa K. Bradway, Assistant Vice President for Financial Services
Robert J. Hall, Assistant Vice President for Budget and Investment

However, for all instruments contributed to the University one of the signatures must be the following:

Karen Wilson Selim, Assistant Vice President for Development.

MANAGEMENT PLAN FOR PYRAMID PLAZA

The Pyramid Plaza building is located at 3223 South Loop 289 in Lubbock, Texas. The title transferred to Texas Tech University on this property March 1, 1989. The building includes 92,248 square feet of usable building space and 102,049 gross square feet including an open atrium. The property is 6.41 acres of land and has 520 parking spaces.

The management plan shall incorporate the following conditions:

1. that the plan continue in effect ~~through December 31, 1993~~ and permit leases not to exceed five years unless modified by action of the Board of Regents.

2. that a minimum of 50 percent occupancy by non-university users be maintained.

3. that the level of contribution by University and Health Sciences Center users be based on their share of operating cost.

4. that current leases be honored and the existing lease document format be continued, subject to approval of the University General Counsel.

5. that the Office of Facility Planning and Construction be responsible for building management.

ACCEPTANCE DATES

a. To record July 10, 1990, as the completion date for the connection of boiler auxiliary equipment in Central Heating and Cooling Plant II to the emergency generator.

b. To record June 12, 1990, at the completion date for the cogeneration interconnect between Central Heating and Cooling Plant I and the Lubbock Power and Light Cogeneration Facility.

EXHIBIT "A"

FINDINGS OF A SPECIAL HEARING COMMITTEE

IN THE MATTER OF DR. GARETH KNOWLES

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS 79409

MAY 1, 1990

The following findings are submitted in accordance with the provisions of Sections VII.E, F and G, and Section VIII.F, Tenure Policy, Texas Tech University (1986), under which a special hearing committee considered the case of Dr. Gareth Knowles, who was denied tenure and promotion.

Based upon the evidence submitted at hearings conducted on April 3-5, 1990, and on April 18-20, 1990, the hearing committee unanimously makes the findings set forth below:

1. The evidence fails to establish that the decision to deny tenure and promotion to Dr. Knowles was caused by considerations violative of academic freedom.

2. The evidence fails to establish that the decision to deny tenure and promotion to Dr. Knowles was made for constitutionally impermissible reasons.

3. The evidence fails to establish that the decision to deny tenure and promotion to Dr. Knowles was caused by significant noncompliance with the University's established standards or prescribed procedures.

The foregoing findings are the unanimous findings of the hearing committee, and have been signed by each member on this date, May 1, 1990.

DANIEL H. BENSON

JAMES R. EISSINGER

DONALD L. DURLAND

ROBERT GADES

GEORGE TERESHKOVICH

PROVOST REPORT
August 4, 1990

Thank you, Mr. Chairman. I'd like to begin my report today by recognizing an individual who will be retiring from Texas Tech University at the end of this month, after 29 years of service. Fred Wehmeyer came to Texas Tech as Director of Personnel in 1961, after having served as a Personnel Assistant at the University of Texas at Austin. In 1971, he was appointed Associate Vice President, and has held that position since that time. At one time or another, he has been in charge of Building Maintenance and Utilities, Grounds Maintenance, Custodial Services, University Police, Traffic and Parking, Central Warehouse, Motor Pool, Environmental Health and Safety, Personnel, Tech Press, Telephone Services, Bookstore, Student Placement, Residence Halls, and Contracts and Purchasing. I guess the time has come when he knows too much, so he's got to go. Fred, will you please stand and be recognized.

We'll be having a special Retirement Reception for Fred on August 20, to which each of you is cordially invited, but I realize you may not be able to attend. So I wanted to take this opportunity in the presence of the Board to say, "thank you" to Fred for his long years of service to Texas Tech, and provide an opportunity for formal recognition by the Board. Fred, things will never be the same without you. They may be better, but they'll never be the same. I'm only kidding. We wish you well, and hope you'll be willing to serve in a consulting capacity when we need you, and we probably will.

For your information, the Reception will be at 3:00 p.m. on August 20, in the University Center Courtyard, and we hope that each and every one in attendance here today will be able to attend.

I'd like now to provide you an update on enrollment figures for the summer and fall. This summer begins a formula generation year, which means that student headcount will impact future formula funding. The count is still unofficial, but I think the numbers I'll give you accurately reflect student enrollment for the summer. The enrollment for the first summer session was 9,665. This is up more than 400 students from 1988, but approximately 170 students less than last year, due no doubt, to the number of students attempting to avoid the Texas Academic Skills Test by registering last summer. The second summer session enrollment is 7,559. Once again, more than 250 students higher than 1988, but approximately 300 students fewer than 1989. All things considered, I'm very pleased with the summer enrollment. Remember that students who are classified "probationary" in our new Admissions Policy can register in the summer, and by passing 12 hours, qualify for admission to the University in the fall. It's interesting that only a small percentage of students chose this option. Of the 916 students denied admission for the fall, prior to June 1, thirty-six were retested and ultimately admitted, leaving 880 in the probationary category. Of this group, only 86 registered for both summer terms---about 10 percent of those in the probationary category. Since June 1, 164 additional students who will not have the option of completing 12 hours of

summer work have been added to the probationary category, making a total of 1,044 students.

If we look now at freshmen admitted for the fall semester of 1990, it appears that the quality is definitely increasing. Of 6,327 freshmen admitted, 3,021 (48%) graduated in the top quarter of their high school class; 2,331 (37%) in the second quarter; 906 (15%) in the third quarter, and only 69 (2%) in the bottom quarter of their class. Simple addition indicates that 85% of the freshmen admitted for this fall graduated in the top half of their high school graduating class. Overall, applications and admissions look like this: Freshman applications are up 1% from 1989, while transfer applications from two year colleges are up 23%, and from 4 year colleges, up 16%. Overall, applications are up 6% over 1989. Because of the new admission standards for freshmen, however, overall freshman admissions are down 7%. But transfer admissions are up 29% in the case of 2 year colleges, and up 15% for 4 year institutions. Overall, our admissions, as of August 1, 1990, are down only 1% from 1989, even though the admission standards for freshmen have increased significantly. We're extremely pleased with this result. Our best guess at this time, is that total student enrollment in the fall will be only 200 to 300 less than the fall of 1989.

While we're on the topic of students, I thought I would provide you some numbers on international students at Texas Tech. In the fall of 1989, there were 1,021 international students registered from 97 countries. The top ten in order of the number of students were: Malaysia, 139; India with 117; Taiwan, 102; Peoples Republic of China, 80; Korea, 61; Mexico, 59; Turkey, 44; Vietnam, 36; Canada, 28; Hong Kong, 28. Of the 1,021 total, 715 were male, and 306 were female. All the information I've provided today has reflected student enrollment and new student admissions. An equally important area is the area of student retention, and I plan to address that topic at your next meeting.

A final update I'd like to provide for you this morning has to do with the Texas Academic Skills Test. The most recent test date was June of this year. Of Texas Tech students taking the exam, 79.6% passed all three parts. This compares to an overall state passing percentage of 65.4%. For freshmen taking the test, comparisons of Texas Tech students with the state average are as follows:

Percent Passing All Three Parts of Exam

	Texas Tech	State
Black	51.1%	42.3%
Hispanic	62.5%	54.3%
Anglo	82.2%	72.8%
Other	70.8%	68.4%
Total	78.6%	66.7%

If we consider the aggregate of tests given since March 4, 1989, the following comparisons are valid.

Percent Passing All Three parts of Exam

	Texas Tech	State
Reading	92.9%	87.7%
Math	88.6%	78.6%
Writing	86.1%	75.8%

TEXAS TECH UNIVERSITY
Lubbock, Texas

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TEXAS TECH UNIVERSITY
Lubbock, Texas

1. For Information Only: Professorial Appointments
May, 1990, through July, 1990

Name, Rank, and/or Title	Department or Office	Appointment Period
Anderson, James C. Visiting Associate Professor	Philosophy	06/01/90-07/15/90
Biringer, Gene Assistant Profesor	Music	09/01/90-05/31/91
Christian, Cindy Assistant Professor	Political Science	09/01/90-05/31/91
Culpepper, N. Brandt Assistant Professor	Speech & Hearing Sciences	09/01/90-05/31/91
Dean, Carolyn Assistant Professor	Art	09/01/90-05/31/91
Dietz, Bernadette Assistant Professor	Sociology	09/01/90-05/31/91
Dominik, William Visiting Assistant Professor	Classical & Romance Lang.	09/01/90-05/31/91
Ende, Teri Von Visiting Assistant Professor	Economics	09/01/90-05/31/91
Endsley, Mica Assistant Professor	Industrial Engineering	08/13/90-05/31/91
English, Thomas M. Assistant Professor	Computer Science	09/01/90-05/31/91
Fried, Eric J. Associate Professor	School of Music	09/01/90-05/31/91
Friedberger, Mark Visiting Assistant Professor	History	06/01/90-07/15/90
Glab, Wallace Assistant Professor	Physics	09/01/90-05/31/91
Glenn, J. Edgar Assistant Professor	Human Development & Family Studies	09/01/90-05/31/91

Johnson, Doyle Professor	Sociology	09/01/90-05/31/91
Kavanagh, Jean Stephans Assistant Professor	Park Administration & Landscape Architecture	09/01/90-05/31/91
Knapp, Joel Assistant Professor	School of Music	09/01/90-05/31/91
Lee, Jeffrey Assistant Professor	Mathematics	09/01/90-05/31/91
Mehrl, David Assistant Professor	Electrical Engineering	09/01/90-05/31/91
Mullen, W. Grigg, Jr. Assistant Professor	Civil Engineering	08/13/90-05/31/91
Panwalkar, Shrikant S. Visiting Associate Professor	Industrial Engineering	07/16/90-08/31/90 09/01/90-05/31/91
San Francisco, Michael Jeremy Assistant Professor	Biological Sciences	09/01/90-05/31/91
Schinke, Ward Visiting Assistant Professor	Political Science	06/01/90-07/15/90
Tolstoya, Tatyana Visiting Professor	Germanic & Slavic Lang.	09/01/90-10/15/90
Vaughn, Paul R. Professor	Agricultural Education & Mechanization	06/01/90-08/31/90
Wesson, Joseph P. Visiting Assistant Professor	Economics	09/01/90-05/31/91
Wilkerson, Abby L. Visiting Assistant Professor	Philosophy	07/16/90-08/31/90
Yarosz, Elizabeth A. Visiting Associate Professor	Art	06/01/90-06/15/90
Zhang, Hong Assistant Professor	Industrial Engineering	09/01/90-05/31/91

TEXAS TECH UNIVERSITY
Lubbock, Texas

2. For Information Only: Professorial Resignations and/or Terminations
May, 1990, through July, 1990

Name, Rank, and/or Title	Department or Office	Effective Date
Blair, Eric Associate Professor	Industrial Engineering	05/31/90
Davis, Gordon Associate Professor	Animal Science	06/01/90
Drummond, R. Wayne Professor	Architecture	07/31/90
Ebanks, Bruce R. Associate Professor	Mathematics	06/01/86
Eddleman, Floyd Professor	English	07/31/90
Heller, Steven Visiting Assistant Professor	Classical & Romance Languages	07/16/90
Masten, Larry Professor	Industrial Engineering	05/31/90
Moras-Sanchez, Rafael Assistant Professor	Industrial Engineering	05/31/90
Robinson, Charles Adjunct Professor	Mathematics	05/31/90
*Rooker, Robert Associate Professor	Mass Communications	05/31/90
*M. Elizabeth Sasser Professor	Architecture	05/31/90
Wells, James Adjunct Professor	Mathematics	01/15/87
*Wittman, John Professor	Economics	05/31/90

*Retiring

TEXAS TECH UNIVERSITY

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

3. MARCH 1, 1990 THROUGH MAY 31, 1990

Project Activity	Amount	Source of Funds
FY 90 TV Community Service Grant Revised Budget: $356,471	$ 175,192	Corporation for Public Broadcasting
Texas Agricultural Loan Mediation Program Revised Budget: $927,970	$ 427,970	Department of Agriculture Farmers Home Administration
General Telephone and Electric -PREP Program Revised Budget: $200,100	$ 100,000	General Telephone and Electric Foundation
Upward Bound Program	$ 230,686	Department of Education
TOTAL	$ 933,848	

4.

Texas Tech University
Report of Official Travel
Cumulative by Fiscal Quarter
Fiscal Year 1990

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

		This Year Quarters I,II&III	Last Year Quarters I,II&III
(a)	Commercial Airfare	$ 723,268.57	$ 772,844.13
(b)	Personal Auto Mileage	99,842.63	96,763.74
(c)	Automobile Rental	100,347.56	116,386.44
(d)	Per diem (In-State)	322,059.86	269,514.28
(e)	Meals and Lodging (Out-of-State)	386,298.68	429,773.14
(f)	All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	931,120.38	911,564.95
	Sub-Total	$ 2,562,937.68	$ 2,596,846.68
(g)	All American Bowl	215,808.72	0.00
	Total	$ 2,778,746.40	$ 2,596,846.68

II. Percent of total travel cost incurred by purpose for Quarters I, II & III of this fiscal year:

		Percent of Total Travel Cost			
		In-State	Out-of-State	Out-of-Country	Total
(a)	To present an original research paper	1.62	7.62	1.84	11.08
(b)	Required for research project	.76	.89	.50	2.15
(c)	Attendance at professional meeting, workshop, conference, seminar, etc.	32.69	38.12	2.28	73.09
(d)	To perform official business and duties	8.39	2.08	.23	10.70
(e)	Multi-purpose meeting/ paper	.92	1.27	.79	2.98
	Totals	44.38	49.98	5.64	100.00

Texas Tech University
Report of Official Travel
Page 2

III. Cities traveled to and number of trips (5662) for the purposes shown in Section II and for Quarters I, II & III:

(a) In-State : Amarillo (169), Austin (666), Corpus Christi (55), Dallas/Fort Worth (830), El Paso (117), Houston (333), Midland/Odessa (78), San Antonio (272), West Texas Area (634), Others (537).

(b) Out-of-State : Albuquerque (84), Chicago (73), Los Angeles (51), New Orleans (116), New York (38), San Francisco (57), Washington, D.C. (148), Others (1286).

(c) Out-of-Country: Wurzburg, Germany (1); San Juan, Puerto Rico (4); Venice, Italy (1); Paris, France (3); Bath, England (1); Saarbrucken, West Germany (1); Chihuahua, Mexico (2); Gatwick, England (1); St. Andrews, Scotland (2); Lahore, Pakistan (1); Vancouver, Canada (5); Toronto, Canada (19); Frankfurt, Germany (1); London, England (9); Trondheim, Norway (2); Taipei, Taiwan (1); Edinburgh, Scotland (4); Dortmund, Germany (1); Canterbury, England (3); Aachen, West Germany (1); Wroclaw, Poland (2); Sydney, Australia (1); Sendai, Japan (2); Monterrey, Mexico (6); Guanajuato, Mexico (1); Thessaloniki, Greece (1); Ottawa, Canada (1); Montreal, Canada (2); Wageningen, The Netherlands (1); The Hague, Netherlands (2); Nice, France (1); Campo Grande, Brazil (1); Colima, Mexico (1); Leiden, The Netherlands (1); Pforzheim, Germany (1); Freiburg, Germany (1); Bologna, Italy (1); Calcutta, India (1); Heidelberg, W. Germany (1); Ankara, Turkey (2); Zurich, Switzerland (1); Saclay, France (1); Berlin, Germany (1); Guadalajara, Mexico (2); Seoul, Korea (1); Seville, Spain (1); Ontario, Canada (1); Canberra, Australia (1); Stockholm, Sweden (1); Merida, Yucatan (3); Amesterdam, The Netherlands (1); Mexico City, Mexico (3); Rincon, Puerto Rico (1); Cameroon, S. Africa (1); Schio, Italy (1); Harrogate, England (1); Tokyo, Japan (1); Rome, Italy (1); Oxford, United Kingdom (1); Jersey, United Kingdom (1).

Brazos Offset Printers, Inc. - The University Daily

5.a. The following Contract No. MU648 with Brazos Offset Printers, Inc., for the printing of the University Daily is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of May 11, 1990, Item M136.

Contract No. MU648
Account Number: 0373 46 2402

AGREEMENT

made this 30th day of May, in the year of Nineteen Hundred Ninety

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Robert W. Lawless, President, and Brazos Offset Printers, Inc., Slaton, 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, Publications Proposal (Terms and Conditions, Mechanical Requirements and Quotation, See Exhibit A), and 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.

ARTICLE 2

THE WORK

The Contractor shall furnish all labor, superintendence, materials, machinery, equipment and tools and shall perform all the camera work, preparation of negatives and plates, and printing of The University Daily, according to all terms, conditions, specifications and prices described in the proposal form prepared by Texas Tech University, and completed by the Contractor all in accordance with the Contract Documents.

Owner will give Contractor notice of at least one month on all items on which Owner retains option to change.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence with the

publication of the first issue for the Fall semester, 1990, and shall continue until completion of the publications for the Summer of 1992.

ARTICLE 4

CONTRACT SUM

1. For the materials and labor necessary for production of the completed issues in accordance with the conditions and requirements set forth in this contract, the University will pay the Contractor according to the prices shown in the bid proposal.

2. All billing shall be in exact accordance with the prices quoted in this proposal. For any additional expense or additional work not covered in the proposal, the Bidder will supply a written quotation upon request and no such work will be done until the Contractor has received written authorization for such work.

3. No payment will be made for any charge not listed in the bid.

ARTICLE 5

MISCELLANEOUS PROVISIONS

1. Contractor must have in plant adequate equipment and personnel to produce The University Daily in the time frame required. The University Daily is a broadsheet publication six columns by twenty-one (21) inches in page size with a current page width of 13 inches and published Monday through Friday during the long semesters and twice a week during the summer. Circulation is 17,000 during the long terms and 7,000 during the summer.

2. Working from camera-ready mechanicals produced in The University Daily's own composition facility, Contractor must shoot and strip page negatives, strip halftones, make plates and print and gather the newspaper, providing all materials to handle such operations, including newsprint.

3. If necessary, Contractor also must shoot, upon request and for an additional fee as indicated in the bid proposal, halftones, reverses, and enlargements and reductions and must strip halftones as required. The University Daily staffers will deliver and pick up such materials, which Contractor will process in minimum time required.

4. Using Contractor's transportation, Contractor must pick up camera-ready pages at a time agreeable to Contractor and University Daily staffers, and deliver the entire press run of the newspaper to the Journalism Building on the Texas Tech campus by 6:00 a.m. each day of publication.

5. Contractor must insert all advertising and editorial supplements for the additional fee indicated in the bid proposal, unless the Staff of The University Daily makes arrangements to handle task otherwise.

6. Contractor must have equipment capable of printing second, third and fourth colors for fees as indicated in the bid proposal.

7. Contractor must agree to follow production schedule established by The University Daily staff in consultation with the Contractor and accept same as merely a guideline, not a guarantee. Publishing schedule for the year will be provided by August 1 of each year.

8. Contractor agrees to supply all full-size and tabloid paste-up sheets required.

9. Workmanship and delivery must be of the highest quality and acceptable to the Editor, Production Manager and Director of Student Publications.

10. Contractor must pay cost of running a corrected advertisement in all cases where an incorrect advertisement resulted from Contractor's error.

ARTICLE 6

TERMINATION

It is understood and agreed between the parties that each and every provision and requirement contained herein is of the essence of this contract, and substantial violation of any of such provisions or substantial failure to meet any of such requirements shall entitle the other party to terminate this contract without recourse by the party violating such provisions or failing to meet such requirements, unless said violation or failure is satisfactorily corrected within forty-eight (48) hours after the receipt of written notice of such violation or failure.

The University reserves the right to terminate or re-negotiate the contract at the close of any semester or summer term because of any unexpected reduction in student fees and advertising used to support The University Daily.

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

OWNER
TEXAS TECH UNIVERSITY

By: _____
Robert W. Lawless
President

Date: 6/11/90

CONTRACTOR
BRAZOS OFFSET PRINTERS, INC.

Date: 6-15-90

REVIEWED FOR FISCAL IMPLICATIONS

Don E. Cosby, Vice President
for Fiscal Affairs

Date: 6-8-90

REVIEWED FOR FORM

Pat Campbell, Vice President
and General Counsel

Date: 6-6-90

CA8:13

EXHIBIT "A"

PUBLICATIONS PROPOSAL

For printing *The University Daily* from camera-ready mechanicals for the academic years 1990-1991 and 1991-1992, commencing with the first issue of the fall semester 1990, according to all terms, conditions, specifications and prices outlined below.

The undersigned, hereinafter called Bidder, proposes to produce the above mentioned publications exactly in accordance with the terms, conditions, mechanical, material and service requirements, production schedule, and prices set forth below.

Terms and Conditions

Section 1: Proposals must be submitted on this form. Proposals submitted on any other form will be considered informal and be rejected. Conditional proposals will not be considered.

Section 2: Proposals will be received until 2 p.m., Wednesday, April 4, 1990, by the Director of Contracting and Risk Management, 327 Drane Hall, P. O. Box 4610, Texas Tech University, Lubbock, TX 79409. Proposals received after that date and time will be returned unopened. Proposals should be in sealed envelopes and clearly marked as proposals to be received at the time and place stated.

Texas Tech reserves the right to reject any and all proposals and to waive any formality. All bids must be valid for a period of sixty (60) days from date of opening thereof.

Section 3: All billing shall be in exact accordance with the prices quoted in this proposal. For any additional expense or additional work not covered in this proposal, the Bidder will supply a written quotation upon request and no such work will be done until the Bidder has received written authorization for such work.

Section 4: Bidder must have in plant adequate equipment and personnel to produce *The University Daily* in the time frame required. The *UD* is a broad sheet publication 6 columns by 21 inches with a current page width of 13 inches and published Monday through Friday during the long semesters. A tabloid, 5 columns by 13 inches with a current page width of 11 inches is published twice a week during the summer. Circulation is 17,000 during the long terms and 7,000 during the summer. Bidder equipment and personnel available are as follows:

a. Equipment:

Brown 20 X 24 Camera, Film Processor, related plate and stripping equipment, plate processor, 4unit Goss Press, 3knife trimmer.

Delivery vehicles include 1 1985 Dodge van, 1 1985 Dodge pickup 1 trailer when needed.

b. Number of personnel on duty during cycle when *UD* is printed and in what capacity, i.e., one camera operator:

1 Pressman, 1 cameraman/flyboy, plus 3 men available from day shift when needed (these include 1 flyboy/ cameraman and 2 men who can do anything called for.)

Section 5: Working from camera-ready mechanicals produced in *The UD's* own composition facility, Bidder must shoot and strip page negatives, strip halftones, make plates and print and gather the newspaper, providing all materials to handle such operations, including newsprint.

Section 6: If necessary, Bidder also must shoot--upon request and for an additional fee as indicated below--halftones, reverses and enlargements and reductions. Bidder will process in minimum time required.

Section 7: Using Bidder's transportation, Bidder must pick up camera-ready pages at a time agreeable to Bidder and *UD* staffers, and deliver the entire press run of the newspaper to the Journalism Building on the Texas Tech campus by 6 a.m. each day of publications.

Section 8: Bidder must insert all advertising and editorial supplements for the additional fee indicated below, unless *UD* makes arrangements to handle task otherwise.

Section 9: Bidder must have equipment capable of printing second, third and fourth colors for fees as indicated below.

Section 10: Bidder must agree to follow production schedule established by *The UD* staff in consultation with the Bidder and accept same as merely a guideline, not a guarantee. Publishing schedule for year will be provided by August 1 of each year.

Section 11: Bidder must accept the University's right to terminate or renegotiate the contract at the close of any semester or summer term because of any unexpected shortfall in revenue from student fees or advertising.

Section 12: Bidder agrees to supply all full-size and tabloid pasteup sheets, insertion orders, layout pasteup grids and forms necessary for publication.

Section 13: Workmanship and delivery must be of the highest quality and acceptable to the Editor, Production Manager and Director of Student Publications.

Section 14: Bidder must pay cost of running a corrected advertisement in all cases where an incorrect advertisement resulted from Bidder's error.

Section 15: For the materials and labor necessary to print *The University Daily* in accordance with the conditions and requirements heretofore set forth in this proposal, the Bidder

SECTION 15:

	17,000 press run	7,000 press run
	27½-inch roll	27½-inch roll
4 Pages	$ 522.00	$ 275.00
6 Pages	$ 771.00	$ 424.00
8 Pages	$ 1008.00	$ 539.00
10 Pages	$ 1268.00	$ 680.00
12 Pages	$ 1495.00	$ 803.00
14 Pages	$ 1752.00	$ 952.00
16 Pages	$ 1982.00	$ 1064.00
18 Pages	$ 2480.00	$ 1310.00
20 Pages	$ 2709.00	$ 1427.00
22 Pages	$ 2968.00	$ 1573.00
24 Pages	$ 3197.00	$ 1691.00
26 Pages	$ 3454.00	$ 1815.00
28 Pages	$ 3682.00	$ 1953.00
30 Pages	$ 3941.00	$ 2098.00
32 Pages	$ 4170.00	$ 2213.00
34 Pages	$ 4669.00	$ 2458.00
36 Pages	$ 5015.00	$ 2582.00
38 Pages	$ 5156.00	$ 2728.00
40 Pages	$ 5383.00	$ 2844.00
42 Pages	$ 5642.00	$ 2992.00
44 Pages	$ 5871.00	$ 3108.00
46 Pages	$ 6129.00	$ 3254.00
48 Pages	$ 6358.00	$ 3372.00

agrees to charge the following. Bidder should include insertion charges, if any, in the cost of papers that require two sections because of limited press capacity, i.e., 18-page and above. (See attached sheet)

Section 15a: Cost per thousand for more or fewer copies...(See attached sheet)

Section 16: For various services not included in the prices above, the Bidder agrees to charge the following:

a. **Additional Colors**

Second Color $55.00 plus $3.00 per thousand running chg.

Third Color $55.00 plus $3.00 per thousand running charge

Fourth Color $55.00 plus $3.00 per thousand running charge

b. **Halftones, Reverses and PMT's** For process color add $100.00 line up charge.

Halftones- $1.00 per col. -Reverses- $1.50 per col. PER COLUMN
PMT's- $1.50 per col. - (all double if over 11 inches deep)

c. **Screens and Double-burns**

Screens $5.00 Double Burns $3.00

d. **Inserting**

$16.00 if we print- $20.00 all outside PER THOUSAND

e. **Tabloids** (indicate cost for first M, then cost of additional M)

(See attached sheet.)

Brazos Offset Printers Inc.
Name of Bidder

P. O. Box 297 Slaton, Tx. 79364
Address

Authorized Signature

April 1, 1990
Date

SECTION 15a:

	27½-inch roll		27½-inch roll
4 Pages	$ 27.00	26 Pages	$ 187.00
6 Pages	$ 41.00	28 Pages	$ 200.00
8 Pages	$ 53.00	30 Pages	$ 211.00
10 Pages	$ 67.00	32 Pages	$ 224.00
12 Pages	$ 80.00	34 Pages	$ 250.00
14 Pages	$ 94.00	36 Pages	$ 271.00
16 Pages	$ 105.00	38 Pages	$ 282.00
18 Pages	$ 135.00	40 Pages	$ 295.00
20 Pages	$ 147.00	42 Pages	$ 308.00
22 Pages	$ 160.00	44 Pages	$ 321.00
24 Pages	$ 174.00	46 Pages	$ 336.00
		48 Pages	$ 349.00

SECTION 16e:

	13-3/4-inch depth	
	Initial	Additional
4 pages	$ 96.00	$ 17.00
8 pages	$ 118.00	$ 28.00
12 pages	$ 184.00	$ 41.00
16 pages	$ 230.00	$ 53.00
20 pages	$ 283.00	$ 68.00
24 pages	$ 322.00	$ 80.00
28 pages	$ 396.00	$ 94.00
32 pages	$ 440.00	$ 105.00
36 pages	$ 526.00	$ 135.00
40 pages	$ 579.00	$ 152.00
44 pages	$ 653.00	$ 162.00
48 pages	$ 703.00	$ 174.00

Adling Associates, Architects - Central Heating and Cooling Plant II - Reroof

5.b. The following Contract No. 90-936 with Adling Associates, Architects, to provide professional services to reroof Central Heating and Cooling Plant II is entered for informational purposes. Execution of this contract was authorized in the Minutes of the May 11, 1990, meeting, Item M139.

ARCHITECTURAL SERVICES

Contract No. 90-936
Account Number: 3702-42-1401

AGREEMENT

made this the 23rd day of April in the year Nineteen Hundred Ninety

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Don E. Cosby, Vice President for Fiscal Affairs and Adling Associates, Architects, Lubbock, Texas.

A. SCOPE OF THE WORK

Provide professional services to prepare plans and specifications, assist in receiving bids and provide the administration of construction contracts for the following project:

Central Heating and Cooling Plant II - Reroof (FP&C 89-23) Project

B. BASIC SERVICES

The Architect shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the Project and confirm such requirements to the Owner.

2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and submit to the Owner a statement of probable construction cost.

3. When applicable for the purpose of preparing grant applications, furnish sufficient detail and information to satisfy the requirements of federal, state, county and private funding agencies.

4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to materials, structure, mechanical and electrical systems and such other essentials as may be appropriate and submit to the Owner a further Statement of Probable Construction Cost.

5. Prepare from the approved Design Development Documents, for approval by Owner, Working Drawings and Specifications.

Advise the Owner of any adjustments to the previous Statement of Probable Construction Cost caused by changes in the scope of the work or by general market conditions.

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.

7. Provide general administration of the Construction Contract and be the Owner's representative during construction and warranty period. Review contract submittal Data and advise and consult with the Owner concerning same. Issue the Owner's instructions to the Contractor. Architect will authorize additional work for the Contractor only upon written approval by the University.

   Make periodic visits to the site to maintain familiarity with the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with Contract Documents.

8. Based on observations at the site and on the Contractor's applications for payment, determine the amount owed to the Contractor and approve Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.

9. Furnish copies of Schematic Design Studies, Design Development drawings and Contract Documents in quantities as required by the Owner.

10. Furnish two (2) complete sets of "As Built" Working Drawings reproduced, and one (1) set of reproducible four (4) mil photographic process black line Mylar film prints showing significant changes made during construction process.

11. Provide design compliance with Senate Bill No. 111, Article 678, Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, electrical, chemical and other laboratory test, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship will be provided as required by the project.

2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.

3. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Architect's basic services, the Owner shall bear the cost of such supervisory personnel. This personnel must be mutually acceptable to the Owner and the Architect.

4. The Owner will pay the cost of reproducing copies of all required submittals and "As Built" documents.

D. CONSTRUCTION COST AND ALTERNATE DEFINITIONS

CONSTRUCTION COST

Construction Cost based upon all work designed or specified with the authorization and approval of the Owner shall be determined as follows, with precedence in the order listed.

1. For completed construction, the total cost to the Owner of such work.

2. When Project or any part thereof is not constructed, the lowest bona fide bid received from qualified bidder for any or all of such work.

3. For work for which bids are not received, (1) the latest Detailed Cost Estimate or (2) the Architect's latest Statement of probable Construction Cost.

ALTERNATES

1. Alternates prepared by the Architect which exceed the project budget and which are not specifically requested by the Owner and which are not constructed, shall not be included in the construction cost for purposes of computing the Architect's fee.

2. Alternates which are specifically requested and approved by the Owner and not constructed shall be included in the construction cost for the purpose of computing the Architect's compensation, excluding construction phase services.

E. COMPENSATION AND PAYMENT

The Owner agrees to pay the Architect as compensation for the basic services 8% of the authorized and approved construction cost, as such term "Construction Cost and Alternates" is defined in paragraph D above.

1. Payments for basic services may be made monthly in proportion to the service actually performed, but not to exceed the percentages specified at the completion of each phase of work as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding or Negotiation Phase	5%
Construction Phase	20%

F. ADDITIONAL SERVICES

Services not included under the Basic Service article of this agreement shall be considered Additional Services.

Such Additional Services and related expenses shall be as mutually agreed upon in writing by the Owner and Architect prior to the beginning of any work. Compensation for Additional Services shall be as follows:

1. Direct Personnel Expense

   Reimbursement for direct personnel expense of those principals, associates and employees of the firm who are assigned to and are productively engaged on the project providing such services as research, designing, preparing drawings and writing specifications.

   Direct personnel expense shall be based on an amount of 2.5 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

   Architect shall be reimbursed for his direct cost of such expenses as reproduction, postage, out-of-state travel and communications directly related to such agreed additional services.

3. The cost of preparing change orders due to the Architect's error or omission shall be the responsibility of the Architect.

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement, both parties may wish to retain consultants at their own expense. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the Owner may retain consultants and that the expense for the same shall be borne by the Owner.

H. CONTINUING SERVICES

Following completion of any phase of the work, the Owner may elect to continue, delay, abandon or revise the work. The payment for services accordingly will be as mutually agreed.

I. NONDISCRIMINATION IN EMPLOYMENT

There shall be no discrimination against any employee or applicant for employment because of race, religion, color, national origin, age, handicap or sex.

J. ACCOUNTING RECORDS

Records of the Architect's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner. Said records shall be preserved for a period of three years after final payment.

K. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party on thirty (30) days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner, giving written notice directed as follows:

William Adling, AIA
Adling Associates, Architects
7806 Indiana, Suite 106
Lubbock, Texas 79423

likewise, termination by the Architect shall be accomplished by directing written notice to:

Director of Facility Planning and Construction
Texas Tech University
P. O. Box 4520
Lubbock, Texas 79409-2014.

In the event of termination, the Architect shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, and based upon completion of work through any phase under the fee basis as applicable, or on a direct personnel expense basis as mutually agreed.

Copies of drawings, specifications or any other materials to date of termination will be furnished to the Owner on date of termination.

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are, and shall remain, the property of the Architect whether the project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications may be used by the Owner on other projects, for additions to this project, or for completion of this project by others at no additional charge to Owner.

M. SUCCESSORS AND ASSIGNS

The Owner hereby binds itself, its successors, assigns and legal representatives to the Architect in respect to all stipulations, terms, and covenants of this Agreement; and likewise, the Architect hereby binds

himself, his successors assigns and legal representatives to the Owner, in respect to all stipulations, terms and covenants of this Agreement.

N. ASSIGNMENT

Neither the Owner nor the Architect shall assign, sublet or in any manner transfer it or their respective interest in this Agreement to any other person, individual, firm, corporation or other interest without prior written consent of the other respective party.

O. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Architect.

P. APPLICABLE LAW

This Agreement shall be considered to be performed in Lubbock County, Texas.

Q. DESIGNATION OF REPRESENTATIVE

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 to act for and on behalf of Owner.

This designation shall remain in full force and effect until and unless Architect is otherwise notified in writing by Owner and directed to Architect at the address above set forth.

Venue shall be in Lubbock County, Texas.

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

OWNER

TEXAS TECH UNIVERSITY

BY: /s/ Don E. Cosby
Don E. Cosby, Vice President
for Fiscal Affairs

Date: 5/1/90

REVIEWED FOR FORM

/s/ Pat Campbell
Pat Campbell, Vice President
and General Counsel

Date: 4-30-90

ARCHITECT

ADLING ASSOCIATES, ARCHITECTS

BY: /s/ William L. Adling

Date: 16 May 1990

McKinley and Associates, Inc., - Asbestos Survey, Residence Halls

5.c. The following amendment No. 2 to Contract No. 89-889, McKinley and Associates, Inc., for residence halls asbestos surveys, is entered for informational purposes. The contract is recorded in the Minutes of August 4, 1989, Item #4.e., page 24.

Contract No. 89-889/2

Amendment No. 2 to Contract No. 89-889
Residence Halls - Asbestos Surveys (FP&C 89-05)

The Agreement between McKinley and Associates, Inc., Asbestos Abatement Supervisor, Lubbock, Texas, and Texas Tech University, Lubbock, Texas, dated May 17, 1989, is amended as follows:

Additional work required to complete the project in the amount of $13,500.

The new contract sum shall be $136,500.

All other provisions of the Agreement will remain as written and all parties do hereby ratify and confirm such terms, stipulations and conditions therein set forth.

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this the 14th day of March, 1990.

MCKINLEY AND ASSOCIATES, INC.

Date: 6-5-90

TEXAS TECH UNIVERSITY

By: Robert W. Lawless
President

Date: 5/30/90

REVIEWED FOR FISCAL IMPLICATIONS

Don E. Cosby, Vice President
for Fiscal Affairs

Date: 5-30-90

REVIEWED FOR FORM

Pat Campbell, Vice President
and General Counsel

Date: 3-27-90

Texas Roofing Company - University Center Reroofing

5.d. The following Contract No. 90-934 with Texas Roofing Company in the amount of $97,100 for the reroofing of the University Center is entered for informational purposes. Execution of this contract was authorized in the Minutes of the March 16, 1990, meeting, Item M111.

CONSTRUCTION SERVICES

Contract No. 90-934
Account Number 3702-42-1319

AGREEMENT

THIS AGREEMENT made this 12th day of April, in the year Nineteen Hundred Ninety

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Robert W. Lawless, President, and Texas Roofing Company, Lubbock, Texas, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for University Center Reroofing (FP&C 86-39) Project.

ARTICLE 2

CONTRACT SUM

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

(Written Amount)

$97,100

(Figures)

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 150 consecutive calendar days.

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 4

PROGRESS PAYMENTS

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

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

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

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

ARTICLE 5

THE CONTRACT DOCUMENTS

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

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

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 7

OWNER'S REPRESENTATIVE

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

Venue shall be in Lubbock County, Texas.

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

OWNER
TEXAS TECH UNIVERSITY

By: /s/ Robert W. Lawless
Robert W. Lawless, Ph.D.
President
Date: 4/17/90

CONTRACTOR
TEXAS ROOFING COMPANY

By: /s/ L. W. Rampy
L. W. Rampy, President
Date: 4/20/90

REVIEWED FOR FISCAL IMPLICATIONS

By: /s/ Don E. Cosby
Don E. Cosby, Vice President
for Fiscal Affairs

Date: 4/17/90

REVIEWED FOR FORM

By: /s/ Pat Campbell
Pat Campbell, Vice President
and General Counsel

Date: 4/17/90

6.a.

SUMMARY
June, 1990

Texas Tech University
Texas Tech University Foundation
Grants and Bequests

Texas Tech University Health Sciences Center
Texas Tech Medical Foundation

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
June, 1990	818	$428,142.24	57	$174,781.63	4	$14,281.18	879	$617,205.05
June, 1989	1025	$894,057.67	325	$165,368.64	2	$901.00	1352	$1,060,327.31
CUMULATIVE:								
September 1, 1989 Through June 30, 1990	10112	$5,210,900.91	1910	$1,747,239.26	54	$1,542,339.07	12076	$8,500,479.24
September 1, 1988 Through June 30, 1989	7447	$7,987,147.83	1338	$2,120,045.11	30	$4,455,011.07	8815	$14,562,204.01

*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.

6.b.

SUMMARY
June, 1990

Texas Tech University
Texas Tech University Foundation
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
June, 1990	769	$324,986.74	54	$128,678.81	4	$14,281.18	827	$467,946.73
June, 1989	947	$831,363.67	321	$49,802.77	2	$901.00	1270	$882,067.44
CUMULATIVE:								
September 1, 1989 Through June 30, 1990	9269	$4,050,114.05	980	$1,287,513.19	41	$1,278,083.93	10290	$6,615,711.17
September 1, 1988 Through June 30, 1989	6741	$7,430,592.47	1188	$1,826,279.68	27	$3,070,345.77	7956	$12,327,217.92

*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.

6.c.

SUMMARY
June, 1990

Texas Tech University
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
June, 1990	635	$261,704.38	19	$15,430.94	4	$14,281.18	658	$291,416.50
June, 1989	846	$726,679.02	48	$24,675.00	2	$901.00	896	$752,255.02
CUMULATIVE:								
September 1, 1989 Through June 30, 1990	6785	$2,976,514.35	439	$433,681.22	38	$819,068.10	7262	$4,229,263.67
September 1, 1988 Through June 30, 1989	5115	$6,315,777.85	427	$1,019,186.13	26	$3,070,343.77	5568	$10,405,307.75

*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University
Prepared July 2, 1990

June
Month

1989-90
Fiscal Year

SOURCE	RECEIPTS FOR MONTH	RECEIPTS TO DATE THIS FISCAL YEAR	RECEIPTS TO DATE LAST FISCAL YEAR
1. ALUMNI INDIVIDUALS			
A. General	$8,295.00	$182,667.63	$926,089.79
B. Trusts & Bequests	0.00	0.00	901.00
Sub Total	$8,295.00	$182,667.63	$926,990.79
2. NON-ALUMNI INDIVIDUALS			
A. General	$55,854.34	$753,544.54	$584,117.45
B. Trusts & Bequests	4,250.00	254,924.65	239,774.50
Sub Total	$60,104.34	$1,008,469.19	$823,891.95
3. CORPORATIONS			
A. Grants	$57,736.48	$2,095,589.56	$947,754.39
B. Matching Gifts	18,375.68	55,598.18	47,825.50
Sub Total	$76,112.16	$2,151,187.74	$995,579.89
4. FOUNDATIONS			
A. Grants	$127,750.00	$749,154.00	$7,590,103.94
B. Matching Gifts	19,155.00	135,535.11	59,060.68
Sub Total	$146,905.00	$884,689.11	$7,649,164.62
5. OTHER	$0.00	$2,250.00	$9,680.50
GRAND TOTAL ALL RECEIPTS	$291,416.50	$4,229,263.67	$10,405,307.75

Texas Tech University

MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT BY SOURCE

June, 1990

PURPOSE	CURRENT MONTH	YEAR TO DATE
1. Unrestricted	0	165,656.96
2. Academic Divisions	28,121.55	867,085.60
3. Faculty Development	0	1,876.50
4. Research	129,930.71	147,184.39
5 a. Friends of the Library	155.00	13,597.50
b. KTXT-TV	13,718.75	185,312.41
c. Ex-Students Association	1,815.00	60,782.34
d. Southwest Collection	0	5,425.00
e. Museum	274.41	66,361.42
f. Ranching Heritage Center	1,154.21	4,131.92
g. Red Raider Club	0	250.00
h. Moms and Dads Association	0	9,181.00
i. Law School Foundation	0	0
j. Presidents Council	500.00	1,000.00
6. Student Financial Aid	41,895.74	1,037,568.24
7. Other Purposes	6,608.33	219,892.78
8. Matching Gifts	37,530.68	191,208.29
9 a. Endowment Chairs	0	755.68
b. Endowed Professorships	635.34	9,518.28
c. Endowed Scholarships	12,575.00	412,194.40
d. Endowed Programs	2,220.60	11,212.86
10a. GIK Equipment	12,702.60	611,763.39
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	14,537.18
e. GIK Other	1,578.58	192,767.53
SUBTOTAL:	$291,416.50	$4,229,263.67
11. Rents, Interest, Dividends, etc.	0	266.96
TOTAL:	$291,416.50	$4,229,530.63

6.d.

SUMMARY
June, 1990

Texas Tech University Foundation
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
June, 1990	134	$63,282.36	35	$113,247.87	0	$0.00	169	$176,530.23
June, 1989	101	$104,684.65	273	$25,127.77	0	$0.00	374	$129,812.42
CUMULATIVE:								
September 1, 1989 Through June 30, 1990	2484	$1,073,599.70	541	$853,831.97	3	$459,015.83	3028	$2,386,447.50
September 1, 1988 Through June 30, 1989	1626	$1,114,814.62	761	$807,093.55	1	$2.00	2388	$1,921,910.17

*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.

Texas Tech University Foundation

MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT BY SOURCE

June, 1990

PURPOSE	CURRENT MONTH	YEAR TO DATE
1. Unrestricted	25.00	240.00
2. Academic Divisions	24,461.65	459,320.99
3. Faculty Development	0	10,000.00
4. Research	0	105,274.84
5 a. Friends of the Library	1,107.00	10,947.00
b. KTXT-TV	0	520.00
c. Ex-Students Association	100.00	850.00
d. Southwest Collection	0	2,050.00
e. Museum	0	100.00
f. Ranching Heritage Center	0	100.00
g. Red Raider Club	0	2,500.00
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	7,375.00	150,211.00
6. Student Financial Aid	5,450.71	102,013.16
7. Other Purposes	22,960.00	159,735.46
8. Matching Gifts	1,803.00	69,737.25
9 a. Endowment Chairs	0	0
b. Endowed Professorships	51,327.87	120,020.92
c. Endowed Scholarships	54,550.00	671,279.24
d. Endowed Programs	7,370.00	62,531.81
10a. GIK Equipment	0	0
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	7.00
e. GIK Other	0	459,008.83
SUBTOTAL:	$176,530.23	$2,386,447.50
11. Rents, Interest, Dividends, etc.	12,944.93	259,015.86
TOTAL:	$189,475.16	$2,645,463.36

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University Foundation
Prepared July 2, 1990 — June Month — 1989-90 Fiscal Year

SOURCE	RECEIPTS FOR MONTH	RECEIPTS TO DATE THIS FISCAL YEAR	RECEIPTS TO DATE LAST FISCAL YEAR
1. ALUMNI INDIVIDUALS			
A. General	$997.00	$105,051.00	$562,391.07
B. Trusts & Bequests	0.00	0.00	0.00
Sub Total	$997.00	$105,051.00	$562,391.07
2. NON-ALUMNI INDIVIDUALS			
A. General	$19,288.87	$966,236.47	$378,969.27
B. Trusts & Bequests	0.00	100,952.41	26,100.00
Sub Total	$19,288.87	$1,067,188.88	$405,069.27
3. CORPORATIONS			
A. Grants	$153,741.36	$539,937.61	$321,498.58
B. Matching Gifts	1,113.00	11,190.00	15,339.00
Sub Total	$154,854.36	$551,127.61	$336,837.58
4. FOUNDATIONS			
A. Grants	$700.00	$601,729.00	$602,054.00
B. Matching Gifts	690.00	56,457.25	15,558.25
Sub Total	$1,390.00	$658,186.25	$617,612.25
5. OTHER	$0.00	$4,893.76	$0.00
GRAND TOTAL ALL RECEIPTS	$176,530.23	$2,386,447.50	$1,921,910.17