

TEXAS TECH UNIVERSITY
LUBBOCK, TEXAS

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

SEPTEMBER 1, 1995 THROUGH AUGUST 31, 1996

VOLUME I

TEXAS TECH UNIVERSITY

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

FEBRUARY 9, 1996

TEXAS TECH UNIVERSITY
Lubbock, Texas

Minutes

Board of Regents
February 9, 1996

- M25. The Board of Regents of Texas Tech University met in regular session on Friday, February 9, 1996, at 1:00 p.m. in Room 144, Texas Tech University Health Sciences Center at Amarillo, Texas, 1400 Wallace Boulevard, Amarillo, Texas. The following regents were present: Mr. Edward E. Whitacre, Jr., Chair, Mr. John C. Sims, Vice Chair, Mr. J. Robert Brown, Mrs. Patsy Martin, Dr. Carl E. Noe, Mr. James E. Sowell, Mrs. Elizabeth C. Ward and Mr. Alan B. White. Officials and staff present were: Dr. Robert W. Lawless, President; Dr. Donald R. Haragan, Executive Vice President and Provost, TTU; Dr. Bernhard T. Mittermeyer, Executive Vice President and Provost, TTUHSC; Mr. Jim Brunjes, Vice President for Administration; Mr. Pat Campbell, Vice President, Ms. Glenda Robinson, Senior Associate, TTUHSC, and Mr. Victor Mellinger, Associate, TTU, General Counsel; Mr. Mike Sanders, Vice President for Governmental Affairs; Mr. William G. Wehner, Vice President for Institutional Advancement; Mr. Don Cosby, Vice President, and Ms. Jacqueline Garcia, Assistant Vice President, Fiscal Affairs, TTU; Mr. Elmo Cavin, Vice President for Fiscal Affairs, TTUHSC; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. John Burns, Provost, TTU; Dr. Lee Taylor, Regional Dean, TTUHSC at Amarillo; Dr. Gary Welch, Regional Dean, TTUHSC at El Paso; Dr. Shirley McManigal, Dean, School of Allied Health; Dr. Pat YoderWise, Dean, and Dr. Susan Sportsman, Associate Dean, School of Nursing; Dr. Arthur Nelson, Dean, School of Pharmacy; Mr. Dudley McCauley, Assistant Dean for Finance and Administration, TTUHSC at Amarillo; Mr. Robert Bockrath, Director, Intercollegiate Athletics; Mr. D. Kent Kay, Director, Internal Audit; Mrs. Theresa Drewell, Director, and Mr. Gene Bals, Assistant Director, Facilities Planning and Construction; Dr. Margaret Simon Lutherer, Director, University News and Publications; Mr. Charles Hickman, Executive Director, HealthNet, TTUHSC; Mr. Jim Lewis, Executive Assistant to Executive Vice President and Provost, TTUHSC; and Mrs. Donna Davidson Kittrell, Assistant Secretary.

Others present were: Mrs. Marcy Lawless; Mr. Kerry Albertson, Mr. Mike Bourn, Mrs. Melissa Davidson, Mr. Jim Locke, Mr. John McKissack, Mr. Don Patterson, Mr. Tom Patterson, Mr. George Raffkin, Mr. Kevin Roberts, Mrs. Judy Self, Mr. Kel Seliger, Mr. Garrett von Netzler, and Mr. Kirk Welch, representatives from the City of Amarillo and the Amarillo Economic Development Council; Mrs. Leslie Duke; Mrs. Cathy Kay; Mrs. Peggy Kosloskie; Mrs. Kathy Showers; and Ms. Linda Handshoe.

- M26. Chair Whitacre called the meeting to order and asked Mr. William G. Wehner to give the invocation.
- M27. Upon motion made by Mr. Brown, seconded by Mrs. Martin, the Minutes of the meeting of November 3, 1995, were approved.
- M28. Dr. Noe reported for the Academic, Student and Clinical Affairs Committee. The following nine items (M29 through M37) constitute action taken upon committee recommendation.
- M29. Upon recommendation made by the Academic, Student and Clinical Affairs Committee, the following was unanimously approved as revised: *RESOLVED, that the Board of Regents grants tenure to the faculty of Texas Tech University whose names appear on the attached list, effective this date; Attachment No. M1.*
- M30. Upon recommendation made by the Academic, Student and Clinical Affairs Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the changes in academic rank as indicated on the attached list, effective September 1, 1996; Attachment No. M2.*
- M31. Upon recommendation made by the Academic, Student and Clinical Affairs Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents designates the individuals named on the attached list as Horn Professor(s), effective February 9, 1996; Attachment No. M3.*

- M32. Upon recommendation made by the Academic, Student and Clinical Affairs Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents confers emeritus status upon the individuals listed on the attached sheet; Attachment No. M4.*
- M33. Upon recommendation made by the Academic, Student and Clinical Affairs Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the appointment with tenure for Dr. Kevin R. Pond of the College of Agricultural Sciences and Natural Resources.*
- M34. Upon recommendation made by the Academic, Student and Clinical Affairs Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the conferral of an honorary degree as shown on the attached resolution; Attachment No. M5.*
- M35. Upon recommendation made by the Academic, Student and Clinical Affairs Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves revisions to Board of Regents Policy 08.01, Admission Standards, as printed on the attached; Attachment No. M6.*
- Mr. Sims requested that information be provided to the Board of Regents concerning the projected effects that increasing admission standards, specifically ACT and SAT scores, would have on our enrollment. This information will be presented at the next Board of Regents meeting scheduled in May.
- M36. Upon recommendation made by the Academic, Student and Clinical Affairs Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the changes of degree designation in the College of Architecture, as outlined in the attached; Attachment No. M7.*
- M37. Upon recommendation made by the Academic, Student and Clinical Affairs Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents ratifies administrative actions as follows:*
- a. *Change the name of the Department Agricultural Economics to the Department of Agricultural and Applied Economics;*
 - b. *Change the name of the Institute for Studies in Organizational Automation to the International Center for Informatics Research;*
 - c. *Faculty Development Leaves; and*
 - d. *Leave of absence; Attachment No. M8.*
- M38. Mr. White reported for the Finance and Administration Committee. The following eight items (M39 through M46) constitute action taken upon committee recommendation.
- M39. Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved, as amended by the Committee: *RESOLVED, that the Board of Regents authorizes the President to set resident rates for qualified residents of Arkansas, Louisiana, New Mexico, or Oklahoma pending verification of reciprocal agreements, per Section 54.060(f), Texas Education Code, effective Fall 1996.*
- M40. Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the attached holiday schedule for FY 1997; Attachment No. M9.*
- M41. Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to designate officers and employees of the University to electronically approve and release documents processed in the Uniform Statewide Accounting System (USAS).*

- M42. Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the establishment of a Quasi Endowment by transferring \$15,000 to fund the Misti Ayers Industrial Engineering Scholarship Quasi Endowment in accordance with the attached statement; Attachment No. M10.*
- M43. Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the establishment of a Quasi Endowment by transferring \$5,000 to fund the Range and Wildlife Management Club Scholarship Quasi Endowment in accordance with the attached statement; Attachment No. M11.*
- M44. Upon recommendation made by the Finance and Administration Committee, the following was approved: *RESOLVED, that the Board of Regents concurs with Texas Tech University Foundation's investment of the Sowell Professorship in Finance in equity and fixed income investments outside the University's cash investment pool. Mr. Sowell abstained.*
- M45. Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the registration fee increase from \$25 to \$35 for freshman and transfer students attending summer New Student Orientation programs, effective February 9, 1996.*
- M46. Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents ratifies the attached salary and budget adjustments; Attachment No. M12.*
- M47. Mrs. Martin reported for the Facilities Committee. The following eight items (M48 through M55) constitute action taken upon committee recommendation.
- M48. Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to take all action necessary to consummate the sale of the University property located in Hartley and Oldham Counties, Texas, known as the Foy Proctor Ranch.*
- M49. Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the 1996-1997 Traffic and Parking Regulations; Attachment No. M13.*
- M50. Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents Policy 03.01, Building Program, dated August 13, 1993, be replaced with the attached revision; Attachment No. M14.*
- M51. Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to proceed with planning and to appoint a professional firm to develop a master plan for the Campus.*
- BE IT FURTHER RESOLVED, that the project budget is established at \$300,000.*
- Mr. Sims asked if this plan would assist the Regents in defining Texas Tech's priorities for needed renovation projects, etc. President Lawless responded that master plan would assist the Regents in issues coming before the Regents in determining appropriate use of land owned by Texas Tech University.
- M52. Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents accepts the bid of Mike Klein, General Contractors, Inc., in the amount of \$1,863,000 for the renovation of the mechanical system in Horn/Knapp Residence Halls and authorizes the President to execute a contract.*

- M53. Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to award a construction contract for the replacement of the roof on the Central Heating and Cooling Plant I.*
- M54. Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to proceed with planning and to appoint the firm of Tisdell and Associates, Architects, as project architect, approves the schematic design, and authorizes the President to proceed with contract documents and the receipt of bids, and to award a construction contract for the replacement of the roof on the East Research Center Building housing the International Center for Textile Research and Development.*
- BE IT FURTHER RESOLVED, that the project budget is established at \$763,698.*
- M55. Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents ratifies the administrative actions relating to Facilities as follows:*
- a. *To record September 8, 1995, as the completion date for the replacement of the third floor roof on the Business Administration Building, and*
 - b. *To record the contract with Montgomery KONE, Inc., in the amount of \$243,788, dated December 13, 1995, for the Stangel/Murdough Residence Halls elevator renovation.*
- M56. Chair Whitacre called on Dr. Lawless for the President's Report; Attachment No. M15.
- M57. There being no further business, the meeting adjourned.

Attachments:

1. Faculty Recommended for Academic Tenure; Item M29.
2. Recommended Changes in Academic Rank; Item M30.
3. Faculty Recommended for Designation as Horn Professor; Item M31.
4. Recommended Emeritus Appointments; Item M32.
5. Conferral of an Honorary Degree; Item M34.
6. Revision to Board of Regents Policy 08.01, Admission Standards; Item M35.
7. Change of degree program designation, College of Architecture; Item M36.
8. Faculty Development Leaves and Leave of Absence; Item M37.
9. Holiday Schedule for 1996-1997; Item M40.
10. Misti Ayers Industrial Engineering Scholarship Quasi Endowment; Item M42.
11. Range and Wildlife Management Club Scholarship Quasi Endowment; Item M43.
12. Salary and Budget Adjustments; Item M46.
13. Traffic and Parking Regulations for 1996-1997; Item M49.
14. Revisions to Board of Regents Policy 03.01, Building Program; Item M50.
15. President's Report; Item M56.

I, Donna Davidson Kittrell, the duly appointed and qualified Assistant 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 February 9, 1996.

SEAL

Donna Davidson Kittrell
Assistant Secretary

Faculty Recommended for Academic Tenure

COLLEGE OF AGRICULTURAL SCIENCES AND NATURAL RESOURCES

Department of Agricultural Education and Communications

Steven D. Frazee Asst. Prof.*

Department of Animal Science and Food Technology

Markus F. Miller Assoc. Prof.*

Department of Landscape Architecture

John C. Billing Asst. Prof.*
Jean S. Kavanagh Asst. Prof.*

COLLEGE OF ARTS AND SCIENCES

Department of Biological Sciences

Marilyn Houck Asst. Prof.*
Michael J. D. San Francisco Asst. Prof.*

Department of Chemistry and Biochemistry

Patricia A. Metz Asst. Prof.*
Dennis C. Shelly Asst. Prof.*

Department of Classical and Modern Languages and Literatures

Paul A. Miller Asst. Prof.*

Department of Communication Studies

K. David Roach Asst. Prof.*

Department of English

Sherry Ceniza Asst. Prof.*
Bryce Conrad Asst. Prof.*

*Also Promotion

Department of Health, Physical Education and Recreation

LeLaine Dornier
Jacalyn Robert

Asst. Prof.*
Asst. Prof.*

Department of Mathematics

Minera Cordero-Vourtsanis
Jeffrey M. Lee
Marianna Shubov
Xiaochang (Alex) Wang

Asst. Prof.*
Asst. Prof.*
Asst. Prof.*
Asst. Prof.*

School of Mass Communications

Randolph L. Reddick

Asst. Prof.*

Department of Physics

Mark W. Holtz

Asst. Prof.*

Department of Psychology

Gary D. Fireman

Asst. Prof.*

Department of Sociology, Anthropology and Social Work

Grant D. Hall

Asst. Prof.*

COLLEGE OF BUSINESS ADMINISTRATION

Area of Management

W. Alex Stewart

Asst. Prof.*

COLLEGE OF EDUCATION

Division of Educational Psychology and Leadership

William Y. Lan
Arturo Olivarez

Asst. Prof.*
Asst. Prof.*

*Also Promotion

COLLEGE OF ENGINEERING

Department of Civil Engineering

Priyantha W. Jayawickrama

Asst. Prof.*

Department of Electrical Engineering

David J. Mehrl

Asst. Prof.*

COLLEGE OF HUMAN SCIENCES

Department of Education, Nutrition and Restaurant/Hotel Management

Linda C. Hoover

Asst. Prof.*

Department of Merchandising, Environmental Design and Consumer Economics

Jerald W. Mason

Assoc. Prof.

* Also Promotion

Recommended Changes in Academic Rank

<u>Name</u>	<u>Current Rank</u>	<u>Proposed Rank</u>
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COLLEGE OF AGRICULTURAL SCIENCES AND NATURAL RESOURCES

Department of Agricultural Education and Communications

Steven D. Frazee	Asst. Prof.	Assoc. Prof.*
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Department of Animal Science and Food Technology

Markus F. Miller	Assoc. Prof.	Professor *
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Department of Landscape Architecture

John C. Billing	Asst. Prof.	Assoc. Prof.*
Jean S. Kavanagh	Asst. Prof.	Assoc. Prof.*

Department of Plant and Soil Science

Norman W. Hopper	Assoc. Prof.	Professor
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COLLEGE OF ARTS AND SCIENCES

Department of Biological Sciences

Marilyn Houck	Asst. Prof.	Assoc. Prof.*
Michael J. D. San Francisco	Asst. Prof.	Assoc. Prof.*

Department of Chemistry and Biochemistry

Patricia Metz	Asst. Prof.	Assoc. Prof.*
W. David Nes	Asst. Prof.	Assoc. Prof.
Dennis C. Shelly	Asst. Prof.	Assoc. Prof.*

Department of Classical and Modern Languages and Literatures

Paul A. Miller	Asst. Prof.	Assoc. Prof.*
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*Also Tenure

Department of Communication Studies

K. David Roach	Asst. Prof.	Assoc. Prof.*
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Department of English

Sherry Ceniza	Asst. Prof.	Assoc. Prof.*
Bruce Clarke	Assoc. Prof.	Professor
Bryce Conrad	Asst. Prof.	Assoc. Prof.*
Sam A. Dragga	Assoc. Prof.	Professor

Department of Health, Physical Education and Recreation

LeLaine Dornier	Asst. Prof.	Assoc. Prof.*
Jacalyn Robert	Asst. Prof.	Assoc. Prof.*

Department of History

Ronald Rainger	Assoc. Prof.	Professor
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Department of Mathematics

Minerva Cordero-Vourtsanis	Asst. Prof.	Assoc. Prof.*
Jeffrey M. Lee	Asst. Prof.	Assoc. Prof.*
Lawrence Schovanec	Assoc. Prof.	Professor
Marianna Shubov	Asst. Prof.	Assoc. Prof.*
Xiaochang (Alex) Wang	Asst. Prof.	Assoc. Prof.*

School of Mass Communications

Randolph L. Reddick	Asst. Prof.	Assoc. Prof.*
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School of Music

C. Richard Meek	Assoc. Prof.	Professor
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Department of Physics

Stefan Estreicher	Assoc. Prof.	Professor
Mark. W. Holtz	Asst. Prof.	Assoc. Prof.*

Department of Psychology

Gary D. Fireman	Asst. Prof.	Assoc. Prof.*
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*Also Tenure

Department of Sociology, Anthropology and Social Work

Grant D. Hall
Nancy P. Hickerson

Asst. Prof.
Assoc. Prof.

Assoc. Prof.*
Professor

COLLEGE OF BUSINESS ADMINISTRATION

Area of Finance

Ramesh Rao

Assoc. Prof.

Professor

Area of Management

W. Alex Stewart

Asst. Prof.

Assoc. Prof.*

COLLEGE OF EDUCATION

Richard R. Powell
William Y. Lan
Arturo Olivaraez

Asst. Prof.
Asst. Prof.
Asst. Prof.

Assoc. Prof.
Assoc. Prof.*
Assoc. Prof.*

COLLEGE OF ENGINEERING

Department of Civil Engineering

Priyantha W. Jayawickrama

Asst. Prof.

Assoc. Prof.*

Department of Electrical Engineering

David J. Mehrl

Asst. Prof.

Assoc. Prof.*

COLLEGE OF HUMAN SCIENCES

Department of Education, Nutrition and Restaurant/Hotel Management

Linda C. Hoover

Asst. Prof.

Assoc. Prof.*

*Also Tenure

Department of Human Development and Family Studies

Jean P. Scott	Assoc. Prof.	Professor
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Department of Merchandising, Environmental Design and Consumer Economics

JoAnn Shroyer	Assoc. Prof.	Professor
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SCHOOL OF LAW

Daisy Hurst Floyd	Assoc. Prof.	Professor
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*Also Tenure

Faculty Recommended for Designation as Horn Professor

Dr. Clyde Hendrick

Department of Psychology

Recommended Emeritus Appointments
1996

James J. Barber	Professor of Music (29 years)
Walter Cartwright	Professor of Sociology, Anthropology and Social Work (33 years)
Key Ray Chong	Associate Professor of History (25 years)
Alfred Cismaru	Professor of Classical and Modern Languages and Literatures (25 years)
Laura Louise Luchsinger	Associate Professor of Business Administration (41 years)
Robert Marlett	Associate Professor of Landscape Architecture (27 years)
Jerry L. Mills	Professor of Chemistry and Biochemistry (25 years)
John R. Nevius	Professor of Education (21 years)
C. C. Reeves	Professor of Geosciences (38 years)
George Tereshkovich	Professor of Plant and Soil Science (27 years)
Myra B. Timmons	Associate Professor of Merchandising, Environmental Design and Consumer Economics (33 years)
Richard E. Wilde	Professor of Chemistry and Biochemistry (32 years)

We are not announcing the name of the individual receiving the honorary degree at this time. As a matter of courtesy, we wish to inform the individual prior to public announcement. We will release the name immediately after we have been notified of their acceptance.

Current Assured/Priority Admission

High School Rank	ACT	SAT
Top 10%	No minimum	
First Quarter	22	1000
Second Quarter	27	1180
Lower Half	29	1270

Proposed Assured/Priority Admission

*High School Rank	ACT	SAT
Top 10%	22	1010
First Quarter	23	1050
Second Quarter	27	1180
Lower Half	29	1270

*All students in the top 10% of their high school class will automatically be reviewed.

The Higher Education Coordinating Board has approved at the staff level Texas Tech's request to change degree designations in the College of Architecture as follows:

1. Replace the existing Professional Bachelor of Architecture (BArch) degree with a five year Professional Master of Architecture (MArch) degree.
2. Change the designation of the current MArch (Post Professional Degree) to a Master of Science in Architecture (MSArch).
3. Phase out the current BArch degree with a major in Architecture and replace with a Pre-Professional Bachelor of Science in Architecture (BSArch) degree.

This change reflects a nation wide thrust to standardize nomenclature in architecture and will be approved as a non-substantive change by the Coordinating Board pending approval by the Board of Regents.

Faculty Development Leaves

Approve faculty development leave with salary for Dr. Kimberly Boal, College of Business Administration, from September 1, 1996 to May 31, 1997, to conduct research on why mergers and acquisitions fail. Leave will be taken at Penn State.

Approve faculty development leave with salary for Dr. Sydney P. Cravens, Department of Classical and Modern Languages and Literatures, from September 1, 1996 to January 15, 1997, to complete an index of motifs and other narrative units of the Spanish books of chivalry written by Feliciano de Silva in the sixteenth century.

Approve faculty development leave with salary for Dr. George Q. Flynn, Department of History from January 16, 1997 to May 31, 1997, to complete a book length project of comparative history. A portion of the leave will be taken in Washington at the National Archives and Selective Service on American conscription, the Library of Congress and university libraries.

Approve faculty development leave with salary for Dr. Shubhra Gangopadhyay, Department of Physics, from January 16, 1997 to May 31, 1997, to work with Actel Corporation in Sunnyvale, California. Dr. Gangopadhyay will learn various sophisticated surface analysis techniques and device processing through collaboration with Actel.

Approve faculty development leave with salary for Dr. Allan D. Headley, Department of Chemistry and Biochemistry, from January 16, 1997 to May 31, 1997, to broaden present research activities to include new quantitative structure-activity relationship techniques and applications, especially to environmental problems. Leave will be conducted at the University of Georgia, Athens.

Approve faculty development leave with salary for Dr. Constance Kuriyama, Department of English, from September 1, 1996 to January 15, 1997, to complete a book project. The primary focus of the leave will be on the various cinematic strategies used by Chaplin and Keaton to adapt traditional comedy to film. Leave will be taken in Lubbock.

Approve faculty development leave with salary for Dr. Meredith McClain, Department of Classical and Modern Languages and Literatures, from September 1, 1996, to May 31, 1997, to write a monograph which would inform America and Germany of the history of this area which is often marginalized by Americans as it is idealized by Germans raised on Karl May's stories. Leave would be split between Lubbock and Germany.

Approve faculty development leave with salary for Dr. Kishor C. Mehta, Department of Civil Engineering, from September 1, 1996 to January 15, 1997, to enhance skills of wind engineering research conducted at the Wind Engineering Research Center. The objective will be achieved through interaction and extended visits to Centers where wind engineering research is conducted in the United States and abroad.

Approve faculty development leave with salary for Dr. Patricia Metz, Department of Chemistry and Biochemistry, from September 1, 1996 to May 31, 1997, to participate in an NSF sponsored chemistry curriculum reform at the University of Wisconsin.

Approve faculty development leave with salary for Dr. Paul A. Miller, Department of Classical and Modern Languages and Literatures, from January 16, 1996 to May 31, 1997, to complete a book. Dr. Miller proposes an historical explanation for why the sub-genre of Latin love elegy suddenly comes into existence in the first century BCE and just as suddenly disappears. Leave will be spent in Austin.

Approve faculty development leave with salary for Dr. Daniel O. Nathan, Department of Philosophy, from September 1, 1996 to May 31, 1997, to prepare a book project on the proper role of intention in legal and artistic interpretation. The book will begin with a new and extended critique of standard internationalists theories of interpretation in the two areas. Leave will be taken in Lubbock.

Approve faculty development leave with salary for Dr. Donald Oberleas, Department of Education, Nutrition and Restaurant/Hotel Management, from September 1, 1996 to January 15, 1997, to study the effects of phytate, a natural compound found in plant seeds, roots and tubers, on zinc homeostasis. Leave will be taken at the Gerber Products laboratories in Michigan.

Approve faculty development leave with salary for Dr. Marilyn Phelan, School of Law, from January 16, 1997 to May 31, 1997, to prepare a compilation and analysis of the laws of several countries that protect the country's cultural property. Leave will be spent traveling to several countries.

Approve faculty development leave with salary for Dr. Sherman Phillips, Department of Plant and Soil Science, from September 1, 1996, to May 31, 1997, to develop graduate student and faculty exchanges between the University of Tamaulipas and Texas Tech University to study the biodiversity of a new species of ants. Leave will taken in Mexico and Lubbock.

Approve faculty development leave with salary for Professor Bill Piatt, School of Law, from September 1, 1996 to January 15, 1997, to complete a book examining the issues central to the interactions between Blacks and Hispanics. Travel to Italy to participate in a residency program is anticipated.

Approve faculty development leave with salary for Dr. Edward I. Steinhart, Department of History, from September 1, 1996, to January 15, 1997, to conduct field research in western Uganda to collect oral data on the history of Munsu.

Approve faculty development leave with salary for Dr. David Troyansky, Department of History, from September 1, 1996 to May 31, 1997, to travel to Paris to complete archival research and draft a book on the emergence of retirement as a stage in the life course.

Approve faculty development leave with salary for Professor Peggy Willis-Aarnio, Department of Theatre and Dance, from January 16, 1997 to May 31, 1997, to gather data and do personal interviews with pupils of Russian Teacher Agrippina Vaganova, the founder of the Russian System of Ballet Education.

Approve leave of absence without pay for Rachel A. Van Cleave, Assistant Professor in the School of Law, for the period September 1, 1996, to December 31, 1996. The purpose of this leave is to conduct research pursuant to a Fulbright Scholar Research Grant. Leave will be taken in Rome, Italy.

Texas Tech University

Holiday Schedule for FY 97

<u>1996</u>	<u>Day of Week</u>	<u>Holiday</u>
September 2	Monday	Labor Day
November 28	Thursday	Thanksgiving Day
November 29	Friday	Thanksgiving Holiday
December 23	Monday	Christmas Holiday
December 24	Tuesday	Christmas Holiday
December 25	Wednesday	Christmas Day
December 26	Thursday	Christmas Holiday
December 27	Friday	Christmas Holiday
December 30	Monday	Christmas Holiday
December 31	Tuesday	Christmas Holiday
<u>1997</u>		
January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
March 21	Friday	Spring Break
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
Total Allowable Holidays 15		

Statement of Purpose
and Use of Funds Functioning
As (Quasi) Endowments

The following statements govern the purpose and use of the Misti Ayers Industrial Engineering Scholarship Quasi Endowment.

1. The principal of the endowment shall remain intact and may be increased from future gifts of the same nature.
2. Eighty five percent (85%) of the income from the endowment may be used for the Misti Ayers Industrial Engineering Scholarship.
3. Fifteen percent (15%) of the earnings shall be returned to endowment corpus as an inflationary hedge.

Statement of Purpose and
Use of Funds Functioning
As (Quasi) Endowments

The following statements govern the purpose and use of the Student Range and Wildlife Management Club Scholarship Quasi Endowment.

1. The principal of the endowment shall remain intact and may be increased from future gifts of the same nature.
2. Ninety percent (90%) of the income from the endowment may be used for the Range and Wildlife Management Club Scholarship.
3. Ten percent (10%) of the earnings shall be returned to endowment corpus as an inflationary hedge.

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
<u>BOARD APPROVAL:</u>					
LB00601	Admissions and Records Workstations		322,232	322,232	Carryforward funds from FY95 to purchase workstations for the Admissions and Records area.
LB00671	Bowl Game		750,000	722,547	Establish budget for the Copper Bowl.
Salary Increases of 10% or more		CURRENT SALARY	NEW SALARY	% INCREASE	
Per Annum:					
	William Taylor Dykes	\$151,031	\$176,031	17%	Per Contract

TRAFFIC AND PARKING REGULATIONS 1996 - 1997

I. Introduction

These regulations are established by Texas Tech University and Texas Tech University Health Sciences Center campuses in order to facilitate the safe and orderly conduct of business and to provide registered vehicles parking space as conveniently as possible within the limits of space available and will be effective as indicated in the respective appendices. Operating a motor vehicle on campus is a privilege and is conditioned, in part, on complying with these rules and regulations.

II. Applicability of State General and Criminal Laws

Article 51.201 of the Texas Education Code provides that: "All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state."

III. Authority of Board of Regents to Make Rules and Regulations

Article 51.202 of the Texas Education Code provides as follows: "Rules and Regulations: Penalty-

- A. The governing board or each state institution of higher education, including public junior colleges, may promulgate rules and regulations for the safety and welfare of students, employees, and property, and other rules and regulations it may deem necessary to carry out the provisions of this subchapter and the governance of the institution, providing for the operation and parking of vehicles on the grounds, streets, drives, alleys, and any other institutional property under its control including, but not limited to, the following:
 - 1. limiting the rate of speed;
 - 2. assigning parking spaces and designated parking areas and their use and assessing a charge for parking;
 - 3. prohibiting parking as it deems necessary;
 - 4. removing vehicles parked in violation of institutional rules and regulations or law at the expense of the violator; and,
 - 5. instituting a system of registration for vehicle identification, including a reasonable charge.
- B. A person who violates any provision of this subchapter or any rule or regulation promulgated under the authority of this subchapter is guilty of a misdemeanor and on conviction is punishable by a fine of not more than \$200."

IV. General Regulations for Traffic and Parking

- A. Texas Tech is committed to the principle that in no aspect of its programs shall there be differences in the treatment of persons because of race, creed, national origin, age, sex, or disability, and that equal opportunity and access to facilities shall be available to all.
- B. Due to the diverse nature of operations between the University and the Health Sciences Center campuses, it is necessary to have certain regulations that pertain to the specific institution; these are included as Appendix A for the University and Appendix B for the Health Sciences Center campuses. Following are the regulations that apply to Texas Tech as defined in C.1 below.

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C. Definitions

1. The campus is defined as all lands owned, managed, or otherwise controlled by the University and the various Health Sciences Center campuses, herein called "Texas Tech".
2. Impoundment refers to the actual towing of a vehicle or immobilizing a vehicle by means of an "Auto-Boot".
3. A visitor is an individual with no official connection with Texas Tech as a student, faculty, or staff member.
4. A valid parking space is defined as an area designated on three sides by lines and/or posts, curbs, or other types of barriers.

D. Texas Tech makes every effort to provide protection for vehicles parking on campus, but cannot assume responsibility for any loss.

E. The person to whom a vehicle is registered with Texas Tech is responsible for all violations of the parking rules and regulations. If a vehicle is not registered with Texas Tech, and a family member is a currently enrolled student, it shall be presumed that the student is the operator of the vehicle and is responsible for all violations of the parking rules and therefore subject to all Texas Tech traffic rules, policies, and penalties associated with monetary obligations owing Texas Tech.

F. Pedestrians in crosswalks will be given the right-of-way at all times.

G. Speed limits on campus are radar enforced.

H. No person shall drive, cause or permit a vehicle to be driven on the Texas Tech campus at a speed greater than is reasonable and prudent under the circumstances then existing, but any speed in excess of the posted limits herein specified shall be prima facie evidence that the speed is not reasonable and prudent and that it is unlawful:

Speed Limits

1. Campus Streets: Twenty miles per hour on the campus, unless otherwise posted.
2. ~~Where any street, drive or roadway, or portion thereof, reveals a faster speed than 20 miles per hour is lawful, a speed in excess of the posted speed limit shall be prima facie evidence that the speed is not reasonable and prudent and that it is unlawful.~~
- 3-2. Parking Lots: Ten miles per hour on any parking lot on the campus, unless otherwise posted.

I. Inoperable vehicles are to be reported to the Texas Tech Police. Operators should identify their problem immediately and follow the instructions given.

J. The campus is restricted for use as described in these regulations. Any vehicle in violation of the regulations or not having a valid Texas Tech parking registration permit may be issued a campus citation.

K. These regulations apply to all persons who operate vehicles on campus.

L. The Director of the University Police (Chief of University Police), the Health Sciences Center Director of Police, and the Manager of Traffic and Parking Services are responsible for the implementation and the just and proper enforcement of these regulations.

V. Vehicle Registration

A. In order to operate or benefit from the use of a motor vehicle on campus, each member of the Texas Tech community must obtain, in his or her name, a vehicle registration permit. No person may register a motor vehicle in his or her name which belongs to another student, faculty, or staff member.

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Operation of a motor vehicle on campus without a permit is a violation of the Student Affairs Handbook and University policy.

- B. Students are required to register each motor vehicle to be operated on campus at the time they register for school or at the time they commence operating a motor vehicle on campus.
- C. Faculty and staff are required to register their motor vehicles on or before the date they commence operating a motor vehicle on campus. Faculty and staff who share a motor vehicle where one is employed at the University and the other at the Health Sciences Center, must register at each campus if they intend to park at both campuses.
- D. Faculty and staff, whose dependents are students, may allow those dependents to register a commonly operated motor vehicle for a student permit in addition to the reserved permit. If the faculty or staff member has two motor vehicles registered, and if both motor vehicles are on campus at the same time, the motor vehicle with the student permit must be parked in the designated student parking area and not in either the faculty or staff member's reserved space or in the time limit areas on campus.
- E. Any person giving false information is subject to appropriate disciplinary action and revocation of their motor vehicle registration permit and related parking privileges.
- F. Texas Tech issues two types of parking registration permits, non-transferable and transferable.
 - 1. Non-transferable Permits
 - a. Non-transferable permits must be permanently affixed to the front windshield in the lower corner of the driver's side. All such permits are self-adhering and application in any other manner will subject the motor vehicle to ticketing. Vehicle registration is not complete until the permit is properly and completely affixed to the motor vehicle of record.
 - b. All outdated Texas Tech parking registration permits must be removed from the motor vehicle(s) prior to installation of the current year permit.
 - 2. Transferable Permits
 - a. Transferable permits are specially made to ~~cling to the inside of your front windshield; they are to be placed in the lower corner of the driver's side~~ hang from the rearview mirror. The purpose of these permits is to allow the owner to move them from vehicle to vehicle; the permit **MUST** be displayed on the motor vehicle parked on campus. Be sure to contact the appropriate Traffic and Parking Office if you have any problems with your transferable permit. Texas Tech Police recommend that you properly secure your vehicle.
 - b. All outdated Texas Tech parking registration permits must be removed from the motor vehicle(s) prior to installation of the current year permit.
- G. Lost or stolen permits should be reported as soon as possible to the Texas Tech Police or the appropriate Traffic and Parking Office. The recovery of a lost or stolen permit must be reported immediately to the Texas Tech Police or the appropriate Traffic and Parking Office.
- H. Replacement Permits
 - 1. Replacement for a non-transferable permit will be issued when identifiable remnants or proof of loss or destruction of the permit are provided. A fee of \$2.00 will be charged for each replacement permit.
 - 2. Replacement for a transferable permit which is reported lost or stolen will be issued for \$5.00 the first time and \$10.00 the second time; thereafter, the cost will be the full price of the permit.
- I. Persons who hold non-transferable reserved parking registration permits and are assigned reserved spaces may obtain one duplicate permit at no additional charge. One additional permit may be purchased for \$2.00. Duplicate permits do not allow for more than one motor vehicle to be on campus during the reserved period.

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- J. Persons who hold Health Sciences Center ~~reserved and area reserved parking permits~~ registration permits and are assigned to reserved or area reserved spaces may also park on the main campus in Visitor and Time Limit spaces. University reserved and area reserved permits will be honored in Health Sciences Center Patient and Visitor parking spaces. Parking is restricted to use for official business only. (This does not include going to class.)
- K. Upon termination of employment with Texas Tech, an employee's parking privileges are cancelled. If the registration permit(s) is returned to the appropriate Traffic and Parking Office, the refund in effect at the time it is returned will be issued.

VI. Parking Enforcement, Parking Violations, and Sanctions

- A. Parking is governed by markers and traffic signs. Parking is permitted only in areas clearly identified for parking.
- B. The absence of "No Parking" signs does not imply that parking is allowed. Street parking is prohibited except where signs indicate parking is permitted.
- C. The following illegal parking acts may result in a citation being issued:

	<u>Violation</u>	<u>Fine</u>	
** 1.	Parking in non-designated areas.	\$15.00	
2.	Parking Permit not properly installed.	10.00	
** 3.	Parking in a fire lane.	25.00	
4.	Failure to remove expired permit(s).	10.00	
** 5.	Parking in a no parking or tow away zone	15.00	
** 6.	Parking in service vehicle spaces, service drives or access drives	15.00	
** 7.	Unauthorized parking in reserved parking spaces.	25.00	
** 8.	Obstructing traffic, street, sidewalk, crosswalk, driveway, trash container, building entrance or exit.	25.00	
** 9.	Parking overtime in a time limit zone.	10.00	
** 10.	Parking a bicycle in violation of these regulations.	10.00	
11.	Parking a <u>motor</u> vehicle beyond the lines of a parking space.	10.00	
** 12.	Parking in reserved zones without proper permit.	15.00	
13.	Parking on wrong side of street facing oncoming traffic.	15.00	
** 14.	Parking without a valid permit.	25.00	
** 15.	Parking a motor vehicle upon any unmarked or unimproved ground which has not been designated for parking.	15.00	
** 16.	Parking in a space or area designated for persons with disabilities without the proper insignia.	50.00	<u>100.00</u>
** 17.	Blocking an access ramp or curb cut designed to aid persons with disabilities.	50.00	<u>100.00</u>
** 18.	Display or use of a lost, stolen, forged, or altered permit. Such violation may result in the responsible party/parties being referred to the appropriate office for disciplinary action which may include the loss of parking privileges for the remainder of the academic year.	50.00	
** 19.	Other parking violations as defined on the face of the citation.	10.00	

- D. In the State of Texas, motorcycles, mopeds, and bicycles are subject to the same rules and regulations as automobiles. Operators are subject to a moving violation, to be adjudicated in a court of competent jurisdiction as provided in the Texas Education Code, Article 51.208, for failing to comply with the Official

Texas Motor Vehicle Laws and these Regulations. Examples of the most common bicycle violations are:

1. Riding on sidewalks or other prohibited areas
2. Failing to stop at stop signs and red lights
3. Failing to yield right-of-way to pedestrians in crosswalks
4. Operating bicycle without proper lights and reflectors when required
5. Failing to drive on the right side of the roadway

The maximum fine for violation of these STATE LAWS is \$500.00.

- E. Motorcycles and mopeds must be parked in areas designated for parking of such vehicles. Motorcycles and mopeds are not permitted to park in time limit areas EXCEPT in the Bookstore lot immediately west of the Bookstore.
- F. All motorcycle registration permits are issued for the academic year. They may be purchased at any time during the year at a rate that is prorated monthly. (See schedule in Appendix A or B)
- G. Bicycles should be parked in racks whenever available. Use of shrubs, trees, or any architectural structures to secure bicycles is prohibited. Bicycles are not permitted in Texas Tech academic or administrative buildings. Any bicycle found in violation of this subsection may be impounded. by the Texas Tech Police. The normal impoundment fee is \$40.00. THE IMPOUNDMENT FEE DOES NOT INCLUDE THE COST OF THE CITATION OR ANY APPLICABLE STORAGE FEES. (See Section VIII.A. 1 and 2)
- H. No person shall operate a bicycle or any other vehicle upon a sidewalk or sidewalk area except those vehicles expressly designed for the transport of persons with disabilities and bicycles operated by officers of the Texas Tech Police Department when necessary to fulfill their lawful duties.
- I. Bicycle registration is encouraged and conducted free of charge, 24 hours a day, at the University Police Department and from 8:00a.m. to 5:00p.m., Monday through Friday, at the Traffic and Parking Office at the Health Sciences Center. In addition to registration services, the University Police Department offers a Bicycle Safety course. The course is available to any campus user. The goals of the course are to enhance safety and awareness through education and training. Additional information concerning this course is available by contacting the Texas Tech University Police Department at 742-3931.
- J. Moving Violations
1. All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state, Article 51.201, Texas Education Code. All violations as set forth above may be adjudicated in a court of competent jurisdiction as provided in the Texas Education Code, Article 51.208.
 2. All violations as set forth in ordinances enacted by the City of Lubbock, Texas, may be adjudicated in Municipal Court, 10th Street and Avenue J, Lubbock, Texas.
 3. It shall be unlawful for any person to drive, operate, push, park, or leave standing a motor vehicle on any area of the campus not designated for driving such a motor vehicle.
 4. It shall be unlawful for any person to drive by, through or beyond a barricade or roadblock that is lawfully erected.
 5. No person shall willfully fail or refuse to comply with any lawful order or direction of any police officer vested by law with authority to direct, control, or regulate traffic.

VII. Resolving Citations

Citations for parking violations may be resolved in one of the following ways:

- A. Pay the stated fee for each citation. If payment is not received within ten (10) calendar days, an additional \$5.00 charge will be assessed.
- B. Appeal the citation in writing, within ten (10) calendar days of the alleged violation, through the individual designated as the supervisor of parking appeals located in the University Police Annex Parking Enforcement Office for University violations or the Traffic and Parking Office at the Health Sciences Center for violations that occur there.
- C. The Executive Vice President and Provost shall provide an equitable and efficient appeals process through the establishment of the Parking Violation Appeals and Parking Policy Advisory Committee. Written appeals will be provided to the Appeals Committee by the Supervisor of Parking Appeals or the Director of Police at the Health Sciences Center when there is a significant dispute over facts or major extenuating circumstances.
- D. After a period of ten (10) days from the date of issuance of the citation or from the date of final determination of an appealed citation, citations not resolved through the appropriate Traffic and Parking Office will be overdue. Overdue citations may subject the permit holder's motor vehicle(s) to impoundment and removal of the parking permit(s). Overdue citation(s) may result in restriction of subsequent academic registration and withholding of a student's transcript at Texas Tech until such time as the obligation is satisfied. Parking and these restricted services may be restored when all overdue citations have been resolved. At the discretion of Texas Tech, overdue citations may be adjudicated in a court of competent jurisdiction in accordance with Article 51.208 of the Texas Education Code.
- E. Notice of violation for motor vehicles without permits and returned notices of violation will be sent to the address on file with the Texas Department of Highways, Motor Vehicle Division.
- F. Four valid violations of the Traffic and Parking Regulations within the academic year may result in the revocation of the individual's parking privileges for a period of 90 days. If, at the end of the 90 days the individual's parking privileges are restored, a single violation of the Regulations may result in permanent revocation for the academic year.
 - 1. All citations must be resolved before any parking privileges are restored.
 - 2. The revocation period shall commence with the return of the parking registration permit(s) to the appropriate Traffic and Parking Office.

VIII. Impounding Vehicles

- A. When a vehicle has been impounded it will be necessary for the operator of the vehicle to contact the Texas Tech parking dispatcher for release. Prior to the release of the impounded vehicle, satisfactory arrangements for payment shall be made through the Traffic and Parking Services Office.
 - 1. The normal impoundment fee is \$40.00. THE IMPOUND FEE DOES NOT INCLUDE THE COST OF THE CITATION. Some impoundment fees may be higher, depending on the vehicle impounded and the wrecker service used.
 - 2. Vehicles impounded will be charged storage at the rate of \$6.00 per day, including tax, commencing 24 hours after impoundment.
 - 3. The maximum storage fee to be charged is \$130.00 per month, including tax.
- B. If the owner or driver of a motor vehicle to be impounded arrives before impoundment has begun, the vehicle will not be impounded. If the owner or driver arrives after impoundment has begun, the vehicle will not be impounded if the driver opts to pay the tow truck driver or Texas Tech parking enforcement personnel a fee of \$25.00 (payable in a manner acceptable to either the towing company) or Texas Tech in lieu of impoundment.

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- C. If a motor vehicle or bicycle is parked on Texas Tech property and is not moved for a period of 30 days, Texas Tech may deem the same to be abandoned. Abandoned motor vehicles or bicycles may be impounded and disposed of in the manner prescribed by law. This includes those motor vehicles which have a valid parking registration permit.
- D. No personal property or vehicles (including boats, trailers, motor homes, etc.) shall be permitted to be stored on the campus without permission from the appropriate Traffic and Parking Office.
- E. The owner of any vehicle that has been damaged or dismantled to the extent that it is inoperable for a period of more than one week must contact the Texas Tech Police Department so that appropriate arrangements can be made.

IX. Texas Tech Police

- A. Texas Tech Police Officers are duly commissioned peace officers of the State of Texas. Upon request of a police officer of Texas Tech, any person on the campus is required to identify himself with proper identification.
- B. All thefts, accidents, or other offenses that occur on campus should be reported to the Texas Tech Police Department immediately. Accidents should be reported prior to moving the involved vehicles. One-vehicle accidents and inoperable vehicles must also be promptly reported. Keys or valuables should not be left in a motor vehicle. ALWAYS KEEP YOUR VEHICLE LOCKED.
- C. The University provides a shuttle bus service to assist persons with their on-campus transportation needs. The shuttle bus service is operated between the hours of 5:00p.m. and 4:00a.m. during the fall and spring semesters (when school is in session). One of the buses is lift equipped to accommodate persons with disabilities. Shuttle bus schedules are available at various location on campus including the residence halls, the University Police Department, and the Dean of Students' Office.
- D. Texas Tech is concerned about the protection of persons and property and places a high priority on striving to maintain a safe environment for students, faculty, staff, and visitors. The University cannot, however, guarantee the absolute safety on any one individual. Personal safety must begin with individual responsibility. With that thought in mind, a Personal Safety brochure has been prepared which contains personal safety recommendations, crime statistics, safety services and programs, as well as a list of telephone numbers to contact for help. All visitors and members of the campus community are encouraged to make themselves familiar with this information. The Personal Safety brochure is available at various locations on campus including the Personnel Office, the University Police Department, the Dean of Students' Office, and the residence halls.

APPENDIX A
TEXAS TECH UNIVERSITY
1996 - 1997

- I. The following are the regulations that apply to the University, including fee and refund schedules, and are effective August 16, 1995 19, 1996, through August 15, 1996 the Sunday following the end of the second summer session.

II. Types of Parking Registration Permits (See Map for Areas)

- A. Reserved parking spaces permits are issued assigned to full-time faculty and staff and part-time faculty and staff not enrolled as students as space is available. Any space remaining after the needs of the faculty and staff are met will be available for assignment to part-time instructors, graduate teaching assistants, and graduate research assistants who hold contracts for one-half time or more. Such assignments may be revoked as necessary to accommodate regular faculty and staff requirements. Nine-month parking registration permits will not be issued to staff members holding twelve-month appointments.
1. Non-transferable permits will be issued for reserved spaces. The permit will contain the lot and space number assigned to the registrant. The space is reserved from 7:30a.m. to 5:30p.m., Monday through Friday. Additionally, in certain designated faculty/staff reserved lots, a limited number of parking spaces are reserved after these hours until 11:00p.m. for use by any reserved permit holder.
 2. Access to the interior portion of the campus during the hours that parking spaces are reserved is restricted to motor vehicles with reserved space parking permits and visitors. The interior portion of the campus is that area controlled by entry stations.
 3. Certain residence halls staff living in the residence halls may be ~~sold~~ parking assigned spaces that are reserved 24 hours daily.
- B. Reserved area permits parking spaces are available to qualified faculty and staff in certain designated parking lots. Transferable permits may be issued for all area reserved lots.
- C. Renewal notices for persons assigned reserved and area reserved spaces are sent out prior to the end of the Spring Semester. Employees who wish to retain their space for the next year must renew their space registration by the date stated in the renewal notice. Most major credit cards (Visa, Mastercard, and Discover) may be used to make this payment, as well as cash and personal checks.
- D. Residence hall parking spaces lots are reserved for respective residence hall parking permit holders from 7:30a.m. to 5:30p.m., Monday through Friday, unless otherwise posted.
1. Non-transferable permits will be issued for residence halls parking lots.
 2. The owner of a residence hall parking permit should use the commuter lots when space is not available in the residence hall parking lot.
 3. Motor vehicles which cannot be accommodated in the residence halls lot will be ~~issued a permit for~~ assigned to the commuter lots until the residence hall lot has available space.
 4. A student changing residence halls or moving off campus must exchange his permit at the Traffic and Parking Office.
 5. Residence hall permits are issued to individuals and OWNERSHIP is not transferable. Use of a residence hall permit by anyone other than the individual to whom it was issued is not permitted. Violation of this regulation may result in ticketing, impoundment, and loss of all vehicle registration privileges on campus, including parking, for the academic year for all parties involved.
- E. Commuter permits will be issued for motor vehicles belonging to students residing off campus.

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1. Non-transferable permits will be issued to all commuters.
 2. Commuter parking permits are issued to individuals and OWNERSHIP is not transferable. Use of a commuter permit by anyone other than the individual to whom it was issued is not permitted. Violation of this regulation may result in ticketing, impoundment, and loss of all parking vehicle registration privileges on campus, including parking, for the academic year for all parties involved.
 3. Parking is available in commuter lots around the periphery of the campus, as well as in certain designated commuter areas at the Health Sciences Center.
 4. When not in use for home football games or other programs and events, the Auditorium/Coliseum lot, which is leased from the City of Lubbock, will also be available, with the exception of the area directly east of the Auditorium which is marked as reserved for the Auditorium/Coliseum.
 5. Commuter parking east of Jones Stadium, with the exception of that area marked as reserved, is also available. ~~at all times except the day of home football games.~~ The use of the 24-hour reserved area requires a valid parking permit and an "A" permit which can only be authorized by the Athletics Department.
 6. On days of home football games, the C1 and C2 parking lots (west and east of Jones Stadium), are reserved for gameday football parking permit holders. VEHICLES PARKED IN THESE LOTS NOT DISPLAYING A VALID GAMEDAY FOOTBALL PARKING PERMIT MAY BE TOWED BY THE ATHLETICS DEPARTMENT THROUGH AN INDEPENDENT TOWING SERVICE AT THE VIOLATORS EXPENSE.
 67. Commuter-p Parking in the north section of the C1 parking lot, west of aisle "D" "F", is prohibited on days of home basketball games beginning two hours prior to game time. This area is reserved for holders of special Athletics basketball parking permits. VEHICLES PARKED IN THESE LOTS NOT DISPLAYING A SPECIAL ATHLETICS BASKETBALL PARKING PERMIT MAY BE TOWED BY THE ATHLETICS DEPARTMENT THROUGH AN INDEPENDENT TOWING SERVICE AT THE VIOLATORS EXPENSE.
- F. Persons with disabilities may be issued disability access parking registration permits designed to assist them in campus mobility. Approval for the issuance of disability access parking permits is granted by Disabled Student Services in the Dean of Students Office. ~~Persons with valid state permanent or temporary disability permits or license plates may park in areas designated by the international disability access symbol. These areas are reserved 24 hours daily. State permits or license plates must be displayed at all times a motor vehicle is parked in these areas. (General rules for motor vehicle registration still apply. Refer to Section V.A. in the main section of the Regulations.)~~ Parking in spaces reserved for persons with disabilities requires the correct registration permit and the appropriate state issued placard or license plate.
- G. ~~Motorcycle permits will be sold to~~ allow parking of motorcycles or mopeds in designated two-wheel areas. Permits must be permanently affixed to the top of the front headlight, front fender, or shock absorbers. Motorcycles are not permitted on the interior of the campus unless registered by a faculty or staff member who parks in a reserved parking space. Mopeds and motorcycles may not park in bicycle racks. All motorcycle permits expire in August.
- H. Temporary registration permits will be issued for \$2.00 per week for assignment to area parking and \$3.00 per week for assignment to reserved parking. Temporary permits are not refundable. Certain temporary permits, which may be purchased in advance, are available for \$1.00 per day.
- I. Students attending summer school who have a valid summer school registraton permit may utilize residence hall and commuter parking lots. ~~however, time limit and reserved areas continue to be enforced.~~

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- J. Students bringing a new motor vehicle on campus when the Traffic and Parking Office is closed are to report to the University Police where a temporary one-day permit may be issued. This permit is intended to allow students sufficient time to register their new motor vehicle in accordance with these regulations.

III. Texas Tech Bookstore

Time limit parking is available for Texas Tech Bookstore patrons. Individuals may enter the campus at University Avenue and 15th Street and proceed directly to the lot west of the Bookstore. Parking is limited to 30 minutes ~~and may not be used by persons going to class.~~ and is restricted for use by Bookstore patrons only.

IV. Visitor and Time Limit

- A. Visitors are welcome to the campus and special parking areas are set aside for them. Visitor passes are required throughout the University campus during the hours of 7:30a.m. to 3:00p.m., Monday through Friday, excluding University holidays. Visitor passes may be obtained at any entry station.
1. Visitors' motor vehicles parked in areas not designated for visitor parking are subject to receiving a campus citation and being impounded at the owner's expense.
 2. Use of outdated or altered visitors passes is prohibited.
- B. Designated time limit parking areas are enforced from 7:30a.m. to 5:30p.m., Monday through Friday, unless otherwise posted.

V. Service and Vendor Vehicle Parking

Service and vendor motor vehicles found to be blocking a street or creating a hazard may be ticketed and impounded.

- A. University Service Vehicle Parking
Faculty, staff, and students who operate Texas Tech University service vehicles on campus should become familiar with the contents of Operating Policy/Procedure 78.18. University service vehicles may be parked only in the following areas which are listed in priority order:
1. Service area or service drive must be used if the building has one.
 2. Time Limit space.
 3. Visitor space.
 4. On-street parking.
- B. Vendor Parking
1. ~~Vendor vehicles may be parked only in the following areas which are listed in priority order:~~
 - ~~a.1. Service area or service drive MUST be used if the building has one.~~
 - ~~b.2. Time Limit space.~~
 - ~~c.3. Visitor space.~~
 - ~~d.4. On-street parking.~~
 2. ~~Vendor vehicles found to be blocking a street may be ticketed and impounded.~~

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C. Construction Contractor Parking

1. Parking space for construction contractor vehicles will be designated by the Manager of Traffic and Parking Services or by the contracting department (i.e., Building Maintenance, Grounds Maintenance, etc.) on the University campus.
2. Construction contractor vehicles will display a dash pass, issued by the appropriate Traffic and Parking Office, on the dash of each vehicle which is parked on University property.

	Faculty/Staff Reserved 12 Months		Faculty/Staff Reserved 9 Months		Faculty/Staff Area Reserved 12 Months		Residence Halls 9 Months		Commuter 9 Months		Two Wheeler 12 Months	
Rates	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund
Through												
Sept. 30	\$99.00	\$86.75	\$75.00	\$62.00	\$52.00	\$43.65	\$56.00	\$45.80	\$39.00	\$30.65	\$15.00	\$9.75
Oct. 31	90.75	78.50	66.00	53.75	47.65	39.30	49.80	39.60	34.65	26.30	13.75	8.50
Nov. 30	82.50	70.25	57.75	45.50	43.30	34.95	43.60	33.40	30.30	21.95	12.50	7.25
Dec. 31	74.25	62.00	49.50	37.25	38.95	30.65	37.40	27.20	25.95	17.60	11.25	6.00
Jan. 31	66.00	53.75	41.25	29.00	34.60	26.25	31.20	21.00	21.60	13.25	10.00	4.75
Feb. 28	57.75	45.50	33.00	20.75	30.25	21.90	25.00	14.80	17.25	8.90	8.75	3.50
Mar. 31	49.50	37.25	24.75	12.50	25.90	17.55	18.80	8.60	12.90	4.55	7.50	2.25
Apr. 30	41.25	29.00	16.50	4.25	21.55	13.20	12.60	2.40	8.55	00	6.25	1.00
May 31	33.00	20.75	8.25	00	17.20	8.85	6.40	00	4.20	00	5.00	00
June 30	24.75	12.50			12.85	4.50					3.75	00
July 31	16.50	4.25			8.50	00					2.50	00
Aug. 31	8.25	00			4.15	00					1.25	00

SUMMER SCHOOL SESSIONS

Permit for First and Second Summer Sessions

June 30

July 31

August 31

Cost Refund

\$19.00 \$8.65

12.65 2.30

6.30 00

Permit for First OR Second Summer Session Only \$10.00

(A \$6.00 refund will be given through the second week of classes; after that time, no refund will be issued.)

Refunds are based on the above schedule. Refunds will not be given unless identifiable remnants of the permit(s) are presented at the time of the refund request.

Texas Tech University
Board of Regents
Board Policy

Annotated Changes

03.01 Building Program

- (1) The President is authorized to initiate construction projects and to proceed through the completion of the schematic design phase. The President is authorized to select an architect for the project, establish a planning budget, and to develop a schematic design for the project.
- (12) ~~All~~ Construction projects in the amount of \$300,000 or more for new construction projects, or \$600,000 or more for repair and rehabilitation projects require the following actions by the Board of Regents:
 - (A) Authorization to the President to proceed with the project;
 - ~~(B)~~ Establishment of a ~~maximum~~ project budget;
 - ~~(C) — Appointment of the architect / engineer;~~
 - ~~(D)~~ Approval of the schematics, elevations and authority to bid the project;
 - ~~(E)~~ Acceptance of bids and award of contracts; and
 - ~~(F)~~ Recording of a completion date.

In the interest of expediting projects, any of the above steps may be combined in the Board approval process.

Any project whose budget is estimated to exceed the Board approved maximum project budget by greater than ten per cent (10%) will be brought back to the Board for approval of the new ~~maximum~~ project budget. This authorization cap of 10% ~~will~~ ~~is to~~ provide consistency between Texas Tech University Policies and Procedures and those of the Coordinating Board with respect to project budget approvals / authorizations.

- (23) All ~~University~~ building renovations, not classified as emergency repairs, and construction projects not performed by the Texas Tech ~~University~~ personnel ~~and in an amount of less than \$300,000~~ will be competitively bid, unless otherwise approved by the Board, in accordance with Texas Tech ~~University~~ policies, ~~and State of Texas~~ purchasing regulations and applicable laws ~~State of Texas Statutes~~. The resulting contracts will be executed by the President or his/her designee. An information list will be provided to the Board of Regents identifying all construction contracts between \$50,000 and ~~\$300,000~~ \$600,000, excluding those previously approved by the Board of Regents, as to:
- (A) Project Name
 - (B) Purpose of Contract
 - (C) Bidders (including potential bidders to whom the proposal was sent)
 - (D) Bid Tally, including successful bidder
 - (E) Date of Award
 - (F) Contract Amount
- (34) If a ~~University~~ renovation or construction project as defined in paragraph (24) above is considered an emergency, ~~the Board may authorize~~ the Chair of the Board and the Chair of the Facilities ~~Campus and Building~~ Committee may ~~to~~ approve steps (A); and (B); ~~and (C) as outlined in paragraph (12) above in lieu of a full meeting of the Board.~~
- (45) The schedule of wage rates included in the bid specifications for ~~University~~ projects, required under V.T.C.A., Government Code, Section 2258.021 ~~Article 5159a V.A.C.S.~~, will be the wage schedule established and currently used by the city where the work is to be performed ~~City of Lubbock~~.

Texas Tech University
Board of Regents
Board Policy

Revised Policy

03.01 Building Program

- (1) The President is authorized to initiate construction projects and to proceed through the completion of the schematic design phase. The President is authorized to select an architect for the project, establish a planning budget, and to develop a schematic design for the project.
- (2) Construction projects in the amount of \$300,000 or more for new construction projects, or \$600,000 or more for repair and rehabilitation projects require the following actions by the Board of Regents:
 - (A) Authorization to the President to proceed with the project,
Establish a project budget,
Approval of the schematics, elevations and authority to bid the project;
 - (B) Acceptance of bids and award of contracts; and
 - (C) Recording of a completion date.

In the interest of expediting projects, any of the above steps may be combined in the Board approval process.

Any project whose budget is estimated to exceed the Board approved maximum project budget by greater than ten per cent (10%) will be brought back to the Board for approval of the new project budget. This authorization cap of 10% will provide consistency between Texas Tech Policies and Procedures and those of the Coordinating Board with respect to project budget approvals / authorizations.

- (3) All building renovations, not classified as emergency repairs, and construction projects not performed by the Texas Tech personnel will be competitively bid, unless otherwise approved by the Board, in accordance with Texas Tech policies, State purchasing regulations and applicable laws. The resulting contracts will be executed by the President or his/her designee. An information list will be provided to the Board of Regents identifying all construction contracts between \$50,000 and \$600,000, excluding those previously approved by the Board of Regents, as to:
- (A) Project Name
 - (B) Purpose of Contract
 - (C) Bidders (including potential bidders to whom the proposal was sent)
 - (D) Bid Tally, including successful bidder
 - (E) Date of Award
 - (F) Contract Amount
- (4) If a renovation or construction project as defined in paragraph (2) above is considered an emergency, the Chair of the Board and the Chair of the Facilities Committee may approve steps (A) and (B) as outlined in paragraph (2) above.
- (5) The schedule of wage rates included in the bid specifications for projects, required under V.T.C.A., Government Code, Section 2258.021, will be the wage schedule established and currently used by the city where the work is to be performed.

PRESIDENT'S REPORT

Thank you, Mr. Chair and members of the Board. We are delighted with the operation at Amarillo. Two years ago we started the Allied Health program here and this fall we will be accepting students into the Pharmacy program. The Medical School has continued to do a tremendous job. What I would like to do now is to provide the opportunity for some of the people in charge of these programs to tell you about what they are doing. Dr. Mittermeyer will introduced these individuals to you. Thank you.

**TEXAS TECH UNIVERSITY
Lubbock, Texas**

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TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Teaching Appointments
September 16, 1995 to December 31, 1995

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Dabbert, Charles B. Assistant Professor	Range, Wildlife, and Fisheries Management	1/1/96 - 5/31/96
Dayawansa, Wijesuriya P Visiting Associate Professor	Mathematics	1/16/96 - 5/31/96
Olson, Timothy E. Assistant Professor	Mathematics	9/1/96 - 5/31/97
Pond, Kevin R. Professor and Chairperson	Animal Science and Food Technology	1/16/96 - 8/31/96
Wiesner, Theodore F. Assistant Professor	Chemical Engineering	1/1/96 - 5/31/96

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Teaching Retirements,
Resignations and/or Terminations
September 16, 1995 to December 31, 1995

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Locke, Bill J. Professor	Psychology	1/15/96
Sandvik, Kare Visiting Assistant Professor	Business Administration	12/31/96

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

SEPTEMBER 1, 1995 THROUGH NOVEMBER 30, 1995

Project Activity	Amount	Source of Funds
Nutrient-Mediated Neurotransmitter Release in the Hypothalamus	106,000	DOC ID #ES02478; US Dept. of Agriculture #95-37200-2341 CFDA #10.206
IPA Agreement - Steve Demarais (Wildlife and Habitat Survey)	107,059	DOC ID #ES02866; US Army/Fort Bliss, TX; Cultural/Natural Resources Div., Directorate of Envirmnt; CFDA #27.011
Airborne Measurement of Trace Gases	100,411	DOC ID #LM01576; Office of Naval Research Grant #N00014-94-1-295
	revised 301,144	Mod #P00003/CFDA #12.300
Performance Enhancement in Optical Computing	142,106	DOC ID #ES02963; AFSOR/US Air Force Office of Scientific Research
	revised 261,193	F49620-95-0140; CFDA #12.800
Research Equipment Grant	160,000	DOC ID #ES02908; National Science Foundation; Grant #ECS-9500188; CFDA #47.041
Aging Diagnostics of Electrical Insulation by Fluorescence Technique	174,636	DOC ID #LM01126; National Science Foundation; Grant #ECS-9500188; CFDA #47.041
COBA Small Business Development Center	603,349	DOC ID #ES02613; US Small Business Administration Coop Agreement #6-7770-0048-10; CFDA #59.037
SCATE--Advanced Technological Education Program/2	115,046	DOC ID #ES02725; Subcontract fr Southwest Center for Advanced Technology Education, TSTC - Sweetwater
Radiant Tin II	119,690	DOC ID #ES00221; Johns Hopkins University Applied Physics Laboratory; CFDA #12.000
Use of Pavement Skid History as the Basis for TXDOT Skid Reduction Program	132,106	DOC ID #ES00859; TX Dept. of Transportation; #0-1459

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

SEPTEMBER 1, 1995 THROUGH NOVEMBER 30, 1995

Project Activity	Amount	Source of Funds
Multimedia Case Simulations for Principal Professional Growth	250,000	DOC ID #ES03134; Sid Richardson Foundation
Biocontrol of Ostrinia Nibilalis and Diabrotica Virgifera by Regulation of Phytosterol Production	500,000	DOC ID #ES02724; Asgrow Seed Company
Texas Gap Analysis: Inventory & Analysis of Biodiversity in Texas	150,000 revised 757,099	DOC ID #ES02477; US Fish & Wildlife Service Coop Agreement #14-16-0009-1570; Mod #8; CFDA #15.610
Development of Habitat-Based Models for Predicting Small Mammal and Reptile Abundance, ...Fort Bliss	221,455	DOC ID #ES01881; National Biological Service Coop Agreement #14-45-0009-1570
HHMI Phase II Administration (master)	250,000 revised 500,000	DOC ID #ES01848; Howard Hughes Medical Institute Grant #71195-515902
FY96 Community Service Grant	388,152	DOC ID #ES03136; Corporation for Public Broadcasting
Matching Funds - Northwest Texas Small Business Development	207,111 revised 634,589	DOC ID #LM01690; City of Lubbock
Lubbock Support SBDC	207,111 revised 414,025	DOC ID #LM01689; This is a subaccount of: 1501-44-6370; Matching funds - Northwest Texas Small Business Development
Bucy-Particle Physics	112,000	DOC ID #LM01103; \$34,566 fr FY95 Fund Balance; \$112,000 fr Projected FY96 income. Account has expense budget presence control

Texas Tech University
Report of Official Travel
Cumulative by Fiscal Quarter
Fiscal Year 1996

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

	<u>This Year</u> <u>Quarter I</u>	<u>Last Year</u> <u>Quarter I</u>
(a) Commercial Airfare	\$ 235,362.00	\$ 269,683.50
(b) Personal Auto Mileage	30,001.15	37,800.83
(c) Automobile Rental	49,116.15	50,824.93
(d) Per Diem (In-State)	102,460.90	92,568.29
(e) Meals and Lodging (Out-of-State)	125,851.39	171,093.00
(f) All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	<u>175,663.13</u>	<u>151,696.44</u>
Sub-Total	<u>\$ 718,454.72</u>	<u>\$ 773,666.99</u>
(g) Intercollegiate Athletic Team/ Student Group Travel	<u>414,298.47</u>	<u>393,714.34</u>
Totals	<u>\$1,132,753.19</u>	<u>\$1,167,381.33</u>

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

<u>Percent of Total Travel Cost</u>				
	<u>In-State</u>	<u>Out-of- State</u>	<u>Out-of- Country</u>	<u>Total</u>
(a) To present an original research paper	.85	5.51	1.97	8.33
(b) Required for research project	1.65	2.05	.84	4.54
(c) Attendance at professional meeting, workshop, conference, seminar, etc.	31.44	32.68	4.06	68.18
(d) To perform official business and duties	7.98	4.98	2.21	15.17
(e) Multi-purpose meeting/paper	<u>1.24</u>	<u>1.54</u>	<u>1.00</u>	<u>3.78</u>
Totals	<u>43.16</u>	<u>46.76</u>	<u>10.08</u>	<u>100.00</u>

III. Cities traveled to and number of trips (1341) for the purposes shown in Section II and for Quarter I:

- (a) In-State : Dallas/Fort Worth (233); Austin (140); West Texas Area (97); Houston (74); Amarillo (47); San Antonio (45); El Paso (42); Midland/Odessa (19); College Station (26); Sierra Blanca (4); Others (133).
- (b) Out-of-State : Washington, D.C. (30); Albuquerque (27); New Orleans (23); Chicago (17); St. Louis (17); Kansas City (16); Fermilab, Illinois (11); Tampa (11); Santa Fe (10); Denver (9); Others (280).
- (c) Out-of-Country: Vancouver, Canada (3); Mexico City, Mexico (3); London, England (2); Paris, France (2); Moscow, Russia (2); Hanoi, Vietnam (2); Harare, Africa (1); Sao Paulo, Brazil (1); Calgary, Canada (1); Santiago, Chile (1); Beijing, China (1); Addis Ababa, Ethiopia (1); Milan, Italy (1); Kyoto, Japan (1); Guanajuato, Mexico (1); Puerto Vallarta, Mexico (1); Honefoss, Norway (1); San Juan, Puerto Rico (1); Bucharest, Romania (1); St. Petersburg, Russia (1); Huelva, Spain (1); Oxfordshire, United Kingdom (1).

TEXAS TECH UNIVERSITY
Summary of Revenues by Budget Category - Fiscal Year 1996
November 30, 1995

	Current Budget	Historical Norm	Year-to-Date Actual	Actual to Historical Norm Over(Under)	Actual %	Historical %
EDUCATIONAL AND GENERAL						
General Revenue	\$ 85,275,962	\$ 21,573,842	\$ 21,318,991	\$ (254,851)	25.00%	25.30%
TASP Funds-Special Appropriation	23,204	29,222	23,204	(6,018)	100.00%	125.94%
Tuition, net	18,796,824	9,911,472	9,401,760	(509,712)	50.02%	52.73%
Fees	1,094,480	592,387	589,639	(2,748)	53.87%	54.12%
Sales and Services	38,250	10,665	11,800	1,135	30.85%	27.88%
Indirect Cost, net	1,998,987	347,174	524,836	177,662	26.26%	17.37%
Organized Activities	182,548	52,744	40,221	(12,523)	22.03%	28.89%
Extension Courses	702,725	69,369	244,525	175,156	34.80%	9.87%
Time Deposit Interest	1,083,675	183,740	192,340	8,600	17.75%	16.96%
Miscellaneous	57,312	19,368	(27,820)	(47,188)	-48.54%	33.79%
HEAF	16,887,085	4,221,771	4,221,771	0	25.00%	25.00%
Graduate Tuition	3,354,572	1,161,610	1,200,612	39,002	35.79%	34.63%
Authorized Carryforwards	6,746,289	6,746,289	6,746,289	0	100.00%	100.00%
TOTAL EDUCATIONAL AND GENERAL	\$ 136,241,913	\$ 44,919,653	\$ 44,488,168	\$ (431,485)	32.65%	32.97%
DESIGNATED FUNDS						
General Designated-Pledged	\$ 37,592,054	\$ 16,325,536	\$ 17,220,328	\$ 894,792	45.81%	43.43%
General Designated-Unpledged	31,647,631	21,229,296	22,133,303	904,007	69.94%	67.08%
Designated Service Departments	19,368,542	2,720,474	2,573,548	(146,926)	13.29%	14.05%
Authorized Carryforwards	2,138,244	2,138,244	2,138,244	0	100.00%	100.00%
TOTAL DESIGNATED FUNDS	\$ 90,746,471	\$ 42,413,550	\$ 44,065,423	\$ 1,651,873	48.56%	46.74%
AUXILIARY FUNDS						
Pledged Auxiliary Funds	\$ 48,587,641	\$ 22,693,179	\$ 23,522,039	\$ 828,860	48.41%	46.71%
Authorized Carryforwards	803,787	803,787	803,787	0	100.00%	100.00%
TOTAL AUXILIARY FUNDS	\$ 49,391,428	\$ 23,496,966	\$ 24,325,826	\$ 828,860	49.25%	47.57%
CURRENT RESTRICTED FUNDS						
CONTRACTS, GRANTS, AND GENERAL						
Federal Programs	\$ 10,619,100	\$ 1,265,379	\$ 873,903	\$ (391,476)	8.23%	11.92%
State Programs	1,856,800	349,138	86,917	(262,221)	4.68%	18.80%
Private Programs	12,325,700	3,777,806	4,152,395	374,589	33.69%	30.65%
TOTAL CONTRACTS, GRANTS, AND GENERAL	\$ 24,801,600	\$ 5,392,323	\$ 5,113,215	\$ (279,108)	20.62%	21.74%
STUDENT AID						
Federal Financial Aid	\$ 8,300,000	\$ 970,013	\$ 790,606	\$ (179,407)	9.53%	11.69%
Scholarships and Fellowships	2,463,100	446,993	574,338	127,345	23.32%	18.15%
TOTAL STUDENT AID	\$ 10,763,100	\$ 1,417,006	\$ 1,364,944	\$ (52,062)	12.68%	13.17%
TOTAL CURRENT RESTRICTED FUNDS	\$ 35,564,700	\$ 6,809,329	\$ 6,478,159	\$ (331,170)	18.22%	19.15%
TOTAL REVENUES	\$ 311,944,512	\$ 117,639,497	\$ 119,357,576	\$ 1,718,078	38.26%	37.71%

TEXAS TECH UNIVERSITY
Summary of Expenditures by Budget Category - Fiscal Year 1996
November 30, 1995

	Current Budget	Historical Norm	Year-to-Date Actual	Actual to Historical Norm Over(Under)	Actual %	Historical %
EDUCATIONAL AND GENERAL						
General Administration	\$ 5,311,479	\$ 1,336,545	\$ 966,390	\$ (370,155)	18.19%	25.16%
General Institutional Expense	1,705,222	212,036	103,418	(108,618)	6.06%	12.43%
Staff Benefits	5,051,109	647,266	213,808	(433,458)	4.23%	12.81%
OASI	1,566,984	48,796	41,602	(7,194)	2.65%	3.11%
Faculty Salaries	50,035,293	13,163,664	13,068,089	(95,575)	26.12%	26.31%
Departmental Operating Expense	8,112,014	2,028,319	1,911,146	(117,173)	23.56%	25.00%
Instructional Administration	3,069,734	708,980	733,398	24,418	23.89%	23.10%
Library	2,682,440	839,449	1,610,775	771,326	60.05%	31.29%
Organized Research	2,177,801	459,605	241,786	(217,819)	11.10%	21.10%
Physical Plant	8,761,037	1,786,884	1,625,855	(161,029)	18.56%	20.40%
Purchased Utilities	10,087,172	1,590,380	1,682,283	91,903	16.68%	15.77%
Scholarships	172,356	79,681	36,450	(43,231)	21.15%	46.23%
Special Items	4,898,107	952,909	930,058	(22,851)	18.99%	19.45%
International Cultural Center	943,917	2,455	18,569	16,114	1.97%	0.26%
West Texas Legal Resource Center	3,061,878	681,885	843,943	162,058	27.56%	22.27%
Bond Retirement	4,384,902	0	0	0	0.00%	0.00%
Other	2,172,435	560,983	465,181	(95,802)	21.41%	25.82%
HEAF	18,159,163	1,898,174	1,166,907	(731,267)	6.43%	10.45%
Graduate Tuition	3,888,870	353,988	719,218	365,230	18.49%	9.10%
TOTAL EDUCATIONAL AND GENERAL	\$ 136,241,913	\$ 27,351,999	\$ 26,378,876	\$ (973,123)	19.36%	20.08%
DESIGNATED FUNDS						
General Designated-Pledged	\$ 38,762,444	\$ 12,484,298	\$ 13,102,354	\$ 618,056	33.80%	32.21%
General Designated-Unpledged	31,964,970	22,048,850	22,635,209	586,359	70.81%	68.98%
Designated Service Departments	20,019,057	2,059,692	2,763,401	703,709	13.80%	10.29%
TOTAL DESIGNATED FUNDS	\$ 90,746,471	\$ 36,592,840	\$ 38,500,964	\$ 1,908,124	42.43%	40.32%
AUXILIARY FUNDS						
Pledged Auxiliary Funds	\$ 49,391,428	\$ 16,612,561	\$ 15,729,202	\$ (883,359)	31.85%	33.63%
TOTAL AUXILIARY FUNDS	\$ 49,391,428	\$ 16,612,561	\$ 15,729,202	\$ (883,359)	31.85%	33.63%
CURRENT RESTRICTED FUNDS						
CONTRACTS, GRANTS, AND GENERAL						
Federal Programs	\$ 10,619,100	\$ 2,005,131	\$ 2,707,858	\$ 702,727	25.50%	18.88%
State Programs	1,856,800	212,924	310,702	97,778	16.73%	11.47%
Private Programs	12,325,700	2,856,416	2,700,648	(155,768)	21.91%	23.17%
TOTAL CONTRACTS, GRANTS, AND GENERAL	\$ 24,801,600	\$ 5,074,471	\$ 5,719,208	\$ 644,737	23.06%	20.46%
STUDENT AID						
Federal Financial Aid	\$ 8,300,000	\$ 3,937,605	\$ 4,080,194	\$ 142,589	49.16%	47.44%
Scholarships and Fellowships	2,463,100	1,462,634	1,280,909	(181,725)	52.00%	59.38%
TOTAL STUDENT AID	\$ 10,763,100	\$ 5,400,239	\$ 5,361,103	\$ (39,136)	49.81%	50.17%
TOTAL CURRENT RESTRICTED FUNDS	\$ 35,564,700	\$ 10,474,710	\$ 11,080,311	\$ 605,601	31.16%	29.45%
TOTAL EXPENDITURES	\$ 311,944,512	\$ 91,032,110	\$ 91,689,353	\$ 657,243	29.39%	29.18%
NET REVENUES OVER (UNDER)	\$ 0		\$ 27,668,223			

CONSTRUCTION SERVICES

Contract No. 96-1361
Account Number 3714-42-1524

AGREEMENT

THIS AGREEMENT, made this 28th day of August, in the year Nineteen Hundred Ninety Five.

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Robert W. Lawless, President, and Spacesaver Storage Systems, Inc./Southwest Spacesaver Systems, Fort Atkinson, Wisconsin, 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 Installation of a High Density Mobile Storage System with Mechanical System

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 Seven Hundred Fifteen Thousand Six Hundred Seventy Two and No/100's Dollars
(Written Amount)

\$715,672.00

(Figures)

The above bid price is divided into \$ 562,167.00 dollars for Materials (to be incorporated into the Work) and \$ 153,505.00 dollars for Labor (including any materials not incorporated into the Work, such as formwork and rentals used in the process of installation). This separation of the contract price into Materials and Labor is required in order for the successful bidder to be able to purchase free of state sales tax the materials to be incorporated into the Work.

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 within 196 calendar days.

The time in the contract for the completion of the work is an essential element of the contract, and it is mutually agreed that the Owner will suffer financial damages in an amount not now possible to ascertain if this work is not completed on schedule, and in view of these facts, it is agreed that the Owner will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$ 1,000.00 per day for each calendar day that the work remain uncompleted beyond the date specified in the Notice to Proceed, or as extended by change order by the Owner.

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 Facilities Planning and Construction 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: 

Robert W. Lawless
President


Date: 9/13/95

REVIEWED FOR FISCAL IMPLICATIONS


Don E. Cosby, Vice President
for Fiscal Affairs

Date: 9-11-95

REVIEWED FOR FORM


Pat Campbell, Vice President
and General Counsel

Date: 9-8-95

CONTRACTOR

SPACE SAVER STORAGE SYSTEMS, INC./
SOUTHWEST SPACE SAVER SYSTEMS

By: 

Date: 9/28/95

MU2741



Houston-Galveston Area Council

**INTERLOCAL CONTRACT/AGREEMENT
FOR COOPERATIVE PURCHASING**

ILA **95 595**
No.:

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Agreement"), made and entered into pursuant to the Texas Intergovernmental Cooperation Act [Government Code, Title 7, Chapters 741 & 791] by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027, and Texas Tech University, hereinafter referred to as the "local government" having its principal place of business at Box 41094, Lubbock, TX 79409-1094

WITNESSETH

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Texas Local Government Code, Chapter 391; and

WHEREAS, H-GAC has entered into this contract with the local government on the 21st day of September, 19 95; and

WHEREAS, the local government registers its desire to purchase certain governmental administrative functions, goods, or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in ARTICLE 5, as hereinafter specified in accordance with this contract/agreement; and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this contract. The local government's governing body has authorized its signatory official(s) to enter into this contract and to bind the local government to the terms of this contract and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this contract in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this contract.

ARTICLE 3: WHOLE AGREEMENT

The Interlocal Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this contract cannot be modified without written consent of the parties.

ARTICLE 4: PERFORMANCE PERIOD

The period of this contract shall be for the balance of the fiscal year of the local government which began September 1, 19 95 and ends August 31, 19 96. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this contract.

H-GAC or the local government may cancel this contract at any time upon 30 days written notice to the other party to this contract. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this contract, until performed or discharged by the local government.

ARTICLE 5: SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program, as enumerated through submission of any duly executed purchase order, order form or resolution. All products purchased hereunder shall be in accordance with specifications established by H-GAC.

All products and services shall be procured by H-GAC in accordance with procedures governing competitive bids and competitive proposals, and at prices and administrative fees listed in current Contractor/Vendor Price Lists and H-GAC Forms.

(Continued on reverse side)

ARTICLE 5: SCOPE OF SERVICES (continued)

Ownership (title) of products purchased shall transfer directly from the contractor/vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of products and services within five (5) days of acceptance of same.

ARTICLE 6: PAYMENTS

In accordance with the terms of this contract, the local government agrees that, upon presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred, it shall upon delivery and acceptance of products and services, promptly pay H-GAC, from current revenues available to the local government during the current fiscal year.

ARTICLE 7: CHANGES AND AMENDMENTS

Any alternations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of services and products offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this contract upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this contract, including penalties, less payment of any compensation previously paid.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not effect any other term of this contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Venue and jurisdiction of any suit, or cause of action arising under, or in connection with, this contract shall lie exclusively in Harris County, Texas.

THIS INSTRUMENT, IN TWO (2) ORIGINALS, HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

• Texas Tech University
Name of Local Government - A State Institution of Higher Education
• P. O. Box 41094
Mailing Address
• Lubbock, Texas 79409
City State ZIP Code
By: [Signature]
Signature of chief executive officer
Dr. Robert W. Lawless, President 10/6/95
Typed Name & Title of Signatory Date

HOUSTON-GALVESTON AREA COUNCIL
3555 Timmons Lane, Suite 500, Houston, TX 77027

By: [Signature]
Jack Steele, Executive Director
Date: 10/23/95
Attest: [Signature]
Deidre Vick, Public Services Dept. Manager

Date: 10/19/95
Printed 2/95: 2K

is document are not acceptable as ORIGINALS.

Contract No. MU2757

**TEXAS TECH FOOTBALL AND MEN'S BASKETBALL
RADIO RIGHTS AGREEMENT**

Dated October 18, 1995 and agreed to by the Texas Tech University Athletic Department and All Sports Radio Network (ASRN), Lubbock, Texas. The following provisions shall constitute the radio rights agreement between Texas Tech University, Department of Athletics and the above named broadcaster for the period covering the seasons of 1996-1997, 1997-1998, 1998-1999 and 1999-2000. These rights do not include bowl games or NCAA tournament games.

A. Texas Tech University grants to the broadcaster the exclusive rights to broadcast Texas Tech men's basketball and football on the terms set forth in this Agreement. Any written notices should be sent to Joe Hornaday, Texas Tech University Sports Information or to ASRN, P. O. Box 6060, Lubbock, TX 79493, (806) 792-2000.

B. Broadcaster agrees to broadcast live all Texas Tech men's basketball and football games for the period. For such broadcasts, the following allowances have been established:

1. All phone lines and charges will be paid by the broadcaster.
2. All talent fees will be paid by the broadcaster.
3. All travel, room and board will be paid by the broadcaster.
4. Broadcaster will be responsible for all billings.
5. Broadcaster will deliver signal to affiliate stations when possible.
6. Broadcaster will secure the network flagship radio station in Lubbock.
7. Broadcaster will be responsible for broadcast rights' fees charged by other organizations.
8. Broadcaster will recruit and sign the best possible affiliate stations in the maximum number of markets at no expense to the University.

C. By definition for this agreement, the term "game" is used to include a pre-game show beginning prior to the scheduled starting time, and a post-game show. Details regarding these shows will be mutually agreed upon and the University will have final approval of over-the-air talent.

D. Broadcaster agrees to carry each game only once, unless otherwise cleared through the University.

E. It is understood that the broadcast may not contain any political advertisements nor announcements for any political causes and must be in accordance with University policy, and Southwest Conference and NCAA regulations.

F. Coaches call-in shows are not a part of this Agreement. Coaches will participate in pre- and post-game interviews when possible.

G. Rights fees to be paid to the University are as follows:

\$126,000 per year for four years
Payments would be as follows:

\$42,000.00	January 1, 1997
\$42,000.00	March 1, 1997
\$42,000.00	June 1, 1997
\$42,000.00	January 1, 1998
\$42,000.00	March 1, 1998
\$42,000.00	June 1, 1998
\$42,000.00	January 1, 1999
\$42,000.00	March 1, 1999
\$42,000.00	June 1, 1999
\$42,000.00	January 1, 2000
\$42,000.00	March 1, 2000
<u>\$42,000.00</u>	June 1, 2000
\$504,000.00	Total for Four Years

H. Texas Tech will:

- Provide*
1. ~~Make available for purchase~~ up to 50 home game tickets in football and 20 home game tickets in basketball for sponsors which are secured by broadcaster.
 2. Provide 3 seats for ASRN radio announcers on all Texas Tech chartered flights at no charge.

I. Termination.

1. The term of this Agreement is subject to early termination, by the University upon the occurrence of any of the following events:
 - (a) The filing by or against ASRN in any forum or jurisdiction of any petition, voluntary or involuntary, for relief in a court in bankruptcy for either adjudication of bankruptcy or for a reorganization or rearrangement under the bankruptcy laws, or an action for receivership of any nature or for an assignment for the benefit of ASRN's creditors;
 - (b) The dissolution other than by merger or consolidation of ASRN for any reason where ASRN or successor shall not continue, without interruption, its business affairs;
 - (c) The loss by ASRN of any license, permit or other evidence of the right and privilege of ASRN to conduct its business affairs, including without limitation the broadcasting required by the Agreement.

- (d) The occurrence of any event of material default by ASRN which shall remain uncured for more than thirty (30) days after written notice.

Notwithstanding such termination, University reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued at the date of termination and does not waive any accrued obligation of ASRN by reason of the exercise of such termination option.

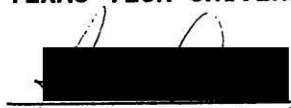
2. The term of this Agreement is subject to early termination, by ASRN upon the occurrence of any of the following events:
- (a) The filing by or against the University in any forum or jurisdiction of any petition, voluntary or involuntary, for relief in a court of bankruptcy or for a reorganization or rearrangement under the bankruptcy laws, or an action for receivership of any nature or for an assignment for the benefit of the University's creditors; or
 - (b) The dissolution of University for any reason, where the University shall not continue, without interruption, its business affairs.
 - (c) The granting by University to any person or company other than ASRN the rights to broadcast in Lubbock County granted ASRN hereunder.

In the event of the applicability of the foregoing, the party having the option shall give written notice of its intent to elect early termination, and the defaulting party shall have thirty (30) days to correct the default, prior to early termination being applicable. Such notice shall be sent by certified mail to:

President/General Manager
ASRN Radio
P. O. Box 6060
Lubbock, TX 79493

Bob Bockrath, Athletic Director
Texas Tech University
Box 43021
Lubbock, TX 79409-3021

TEXAS TECH UNIVERSITY


Dr. Robert W. Lawless, President

Date

10/18/95

ALL SPORTS RADIO NETWORK


Date

11-15-95

OFFICE OF DEVELOPMENT

Gifts and Grants as of November 30, 1995
and
Gifts and Grants as of November 30, 1994

	Fiscal Year 1996	Fiscal Year 1995
Texas Tech University		
September 30	\$ 370,198.78	\$ 430,128.52
October 31	354,489.10	1,634,208.74
November 30	271,066.57	182,248.13
Total University	<u>\$ 995,754.45</u>	<u>\$ 2,246,585.39</u>
Texas Tech University Foundation		
September 30	\$ 97,217.03	\$ 242,668.81
October 31	208,980.02	220,235.28
November 30	107,585.37	185,260.93
Total Foundation	<u>\$ 413,782.42</u>	<u>\$ 648,165.02</u>
TOTALS	<u><u>\$ 1,409,536.87</u></u>	<u><u>\$ 2,894,750.41</u></u>

CONSTRUCTION SERVICES

Contract No. 95-1352
Account Number 3711-42-1550

AGREEMENT

THIS AGREEMENT, made this **31st** day of **July**, in the year Nineteen Hundred Ninety Five.

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through **Robert W. Lawless**, President, and **H. Construction Systems, Inc. dba Hamilton Roofing Company**, 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 **Sneed Hall Roof Replacement (FP&C 95-05)** including **Alternates No. 1 and 2** and an after bid reduction of the contract allowance of **\$3,000.00**.

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 **Three Hundred Thirty Thousand, Seven Hundred and Sixty-Seven and no/100 Dollars**.

\$330,767.00

The above bid price is divided into **\$101,000** dollars for Materials (to be incorporated into the Work) and **\$232,767** dollars for Labor (including any materials not incorporated into the Work, such as formwork and rentals used in the process of installation). This separation of the contract price into Materials and Labor is required in order for the successful bidder to be able to purchase free of state sales tax the materials to be incorporated into the Work.

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 **within 240 calendar days**.

The time in the contract for the completion of the work is an essential element of the contract, and it is mutually agreed that the Owner will suffer financial damages in the amount not now possible to ascertain if this work is not completed on schedule, and in view of these facts, it is agreed that the Owner will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of **\$750.00** per day for each

calendar day that the work remain uncompleted beyond the date specified in the Notice to Proceed, or as extended by change order by the Owner.

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

CONTRACTOR ^{SYSTEMS L.W.H., II}
H. CONSTRUCTION ~~SERVICES~~, INC.
dba HAMILTON ROOFING COMPANY

By: 
Robert W. Lawless
President

By: 
Louis W. Howell II
Contractor

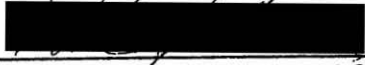
Date: 8/29/95

Date: 9-06-95

REVIEWED FOR FISCAL IMPLICATIONS

REVIEWED FOR FORM


Don E. Cosby, Vice President for Fiscal Affairs


Pat Campbell, Vice President and General Counsel

Date: 8-22-95

Date: 8-18-95

CONSTRUCTION SERVICES

Contract No. 96-1387
Account Number 3702-42-1559

AGREEMENT

THIS AGREEMENT, made this 27th day of November, in the year Nineteen Hundred Ninety Five.

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Robert W. Lawless, President, and Pharr Construction Co., Inc., dba Pharr & 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 Athletic Services Building (FP&C 95-24)

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 Five Hundred Fifty Five Thousand Two Hundred Fifty Two and No/100's Dollars
(Written Amount)

\$555,252.00

(Figures)

The above bid price is divided into \$ 337,351.00 dollars for Materials (to be incorporated into the Work) and \$ 217,901.00 dollars for Labor (including any materials not incorporated into the Work, such as formwork and rentals used in the process of installation). This separation of the contract price into Materials and Labor is required in order for the successful bidder to be able to purchase free of state sales tax the materials to be incorporated into the Work.

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 within 240 calendar days.

The time in the contract for the completion of the work is an essential element of the contract, and it is mutually agreed that the Owner will suffer financial damages in an amount not now possible to ascertain if this work is not completed on schedule, and in view of these facts, it is agreed that the Owner will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$ 750.00 per day for each calendar day that the work remain uncompleted beyond the date specified in the Notice to Proceed, or as extended by change order by the Owner.

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: 
Robert W. Lawless
President


Date: 11/25/95

REVIEWED FOR FISCAL IMPLICATIONS


Don E. Cosby, Vice President
for Fiscal Affairs


Date: 11-25-95

REVIEWED FOR FORM


Pat Campbell, Vice President
and General Counsel

Date: 11-28-92

CONTRACTOR
PHARR CONSTRUCTION CO., INC.
dba PHARR & COMPANY

By: 
Jimmy R. Pharr, President
Date: 12/6/95

CONSTRUCTION SERVICES

Contract No. 96-1376
Account Number 3702-42-1563

AGREEMENT

THIS AGREEMENT, made this 12th day of October, in the year Nineteen Hundred
Ninety Five.

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein
by and through Robert W. Lawless, President, and
Southwest Recreational Industries, Inc., Leander, 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
the Fuller Track Renovation as described under the base bid except for the
deletion of the hammer/discus cage for which the amount of \$10,500 has been
deducted from the base bid.

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

Four Hundred Eighty Three Thousand Four Hundred Ninety and No/100's Dollars
(Written Amount)

\$483,490.00
(Figures)

The above bid price is divided into \$ 329,500.00 dollars for Materials (to be
incorporated into the Work) and \$ 153,990.00 dollars for Labor (including any
materials not incorporated into the Work, such as formwork and rentals used in
the process of installation). This separation of the contract price into
Materials and Labor is required in order for the successful bidder to be able to
purchase free of state sales tax the materials to be incorporated into the Work.

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 phases with the following major milestones:

- Asphalt and Concrete complete by December 1, 1995
- Synthetic All Weather Surface complete by March 1, 1995
- Completion of all work by March 17, 1996

The time in the contract for the completion of the work is an essential element of the contract, and it is mutually agreed that the Owner will suffer financial damages in an amount not now possible to ascertain if this work is not completed on schedule, and in view of these facts, it is agreed that the Owner will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$ 750.00 per day for each calendar day that the work remain uncompleted beyond the date specified in the Notice to Proceed, or as extended by change order by the Owner.

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

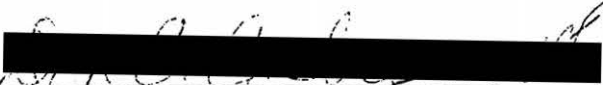
CONTRACTOR
SOUTHWESTERN RECREATIONAL
INDUSTRIES, INC.

By: 
Robert W. Lawless
President

By: 
Joe Means, Director of Sales, Southwest
Date: 10-26-95 Region


Date: 10/24/95

REVIEWED FOR FISCAL IMPLICATIONS


Don E. Cosby, Vice President
for Fiscal Affairs

Date: 10-24-95

REVIEWED FOR FORM


Pat Campbell, Vice President
and General Counsel

Date: 10-24-95

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