

TEXAS TECH UNIVERSITY
LUBBOCK, TEXAS

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

SEPTEMBER 1, 1995 THROUGH AUGUST 31, 1996

VOLUME II

TEXAS TECH UNIVERSITY

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

AUGUST 20, 1996

TEXAS TECH UNIVERSITY
Lubbock, Texas

Minutes

Board of Regents
August 20, 1996

- M117 The Board of Regents of Texas Tech University met in regular session on Tuesday, August 20, 1996 at 2:00 p.m. in Room 2B152 at the Texas Tech Health Sciences Center in Lubbock. The following regents were present: Mr. Edward E. Whitacre, Jr., Chair, Mr. John Sims, Vice Chair, Mr. Edward Mr. J. Robert Brown, Dr. Bernard A. Harris, Jr., Ms. Pasty Woods Martin, Dr. Carl E. Noe, Mr. James E. Sowell, Mrs. Elizabeth C. Ward and Mr. Alan B. White. Officials and staff present were: Dr. Donald R. Haragan, Interim President; Dr. John Burns, Interim Executive Vice President and Provost, TTU; Dr. Bernhard T. Mittermeyer, Executive Vice President and Provost, TTUHSC; Mr. Jim Brunjes, Vice President for Administration and Interim Vice President for Fiscal Affairs, TTU; Mr. Pat Campbell, Vice President, Renee Vaughn, Associate General Counsel; Mr. Elmo Cavin, Vice President for Fiscal Affairs, TTUHSC; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Virginia M. Sowell, Vice Provost, TTU; Dr. Thomas G. Newman, Associate Vice President for Computing and Information Technology; Mr. Steve Pruitt, Associate Vice President for Business Affairs and Comptroller; Mr. Ed McGee, Assistant Vice President for Investments; Ms. Gloria Hale, Assistant Vice President for Human Resources; Dr. Jane L. Winer, Dean, College of Arts and Sciences; Dr. Martin Harms, Dean, College of Architecture; Dr. Samuel E. Curl, Dean, College of Agricultural Sciences and Natural Resources; Dr. Elizabeth Haley, Dean, College of Human Sciences; Dr. Jorge Aunon, Dean, College of Engineering; Dr. Thomas Langford, Associate Dean, Graduate School; Dr. Gene Medley, Director, Admissions and Records; Dr. Michael Shonrock, Dean of Students; Mr. Gerald Myers, Interim Director, Intercollegiate Athletics; Mr. Bobby Gleason, Associate Director, Intercollegiate Athletics; Dr. Jim Burkhalter, Director, Housing and Dining Services; Mrs. Theresa Drewell, Director, and Mr. Gene Bals, Assistant Director, Facilities Planning and Construction; Dr. Margaret Lutherer, Director, University News and Publications; Dr. John Howe, President, Faculty Senate, Ms. J. K. Brownlow, Director, Communication Services; Dr. David Hentges, Chairman, Microbiology; Mr. Geoff Wayne, President, Student Association; and Mrs. Donna Davidson Kittrell, Assistant Secretary to the Board.
- M118 Chair Whitacre called the meeting to order and asked Mr. Elmo Cavin to give the invocation.
- M119 Upon motion made by Noe, seconded by Brown, the Minutes of the meetings of May 10, June 7, and July 12, 1996, were approved.
- M120 Upon motion by Chair Edward E. Whitacre, seconded by Noe, the Honorable John T. Montford was selected as the first Chancellor of Texas Tech University and Texas Tech University Health Sciences Center.

After being appointed as Chancellor, Mr. Montford made the following remarks:

Thank you very much. While needless to say, Debbie and I are both flattered and excited about our new challenge for us and our family. To Chairman Whitacre and the rest of the distinguished members of the Texas Tech Board of Regents, to the students, faculty, and all the ex-students all around this great world; we pledge our 100 percent dedication and work for this great university. And, it is a great university. Since Texas Tech was founded in 1925, it has benefited from stellar support from current and past regents, state leaders like Governor Preston Smith, Bob Bullock, Pete Laney, Rob Junnell, and from previous presidents like Robert Lawless, Grover Murray, Larry Cavazos. I could go on because the list is endless. We face a new century in Texas as we move through this decade, and Texas Tech will face this challenge with our head raised high. Together the administration, faculty, students, ex-students, our community, and state will turn this excellent university to greatness. Together we will make this reality the supreme of the very best system of higher education in Texas come true. We will give you our whole hearted support. Thank you.

- M121 Dr. Noe reported for the Academic, Student and Clinical Affairs Committee. The following four items (M122 through M125) constitute action taken upon committee recommendation.
- M122 Upon recommendation made by the Academic, Student and Clinical Affairs Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents elects Mr. Jim Brunjes as Assistant Secretary to the Board of Regents of Texas Tech University, effective this date.*
- M123 Upon recommendation made by the Academic, Student and Clinical Affairs Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the degree program Master of Education with a major in instructional technology and degree program in distance education.*
- M124 Upon recommendation made by the Academic, Student and Clinical Affairs Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves appointment with tenure for Dr. Wijesuriya Dayawansa in the Department of Mathematics, Dr. Jamie Brown Kruse in the Department of Economics and Geography, Dr. David J. Schmidly in the Department of Biological Sciences and the granting of tenure for Dr. Eric J. Fried in the Department of Music.*
- M125 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 related to Academic and Students Affairs as follows:*
- a. Leaves of absence, Attachment No. M1*
 - b. Establish the Teaching, Learning and Technology Center*
 - c. Commissioning of peace officers, Enrique Q. Saldana, effective May 1, 1996, Thomas V. Mora, effective May 6, 1996, Roy Wayne Ehresman, effective July 8, 1996 and Oral Kenneth Neal, effective August 1, 1996.*
- M126 Mr. White reported for the Finance and Administration Committee. The following thirteen items (M127 through M139) constitute action taken upon committee recommendation.
- M127 Item Withdrawn.
- M128 Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the attached Board of Regents Policy 04.11, Investment of Institutional Funds of Texas Tech University and permits the investment of University investment funds in the LOGIC fund and the Lone Star Liquidity fund, as attached; Attachment No. M2.*
- M129 Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the replacement of the \$90.00 per credit hour reinstatement fee with a flat charge of \$100.00 to be called the Post Census Day Matriculation Fee, effective June 1, 1996.*
- M130 Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the establishment of the Texas Tech Employee/Dependent Scholarship Quasi Endowment funded from the self-funded insurance plan reserves, effective September 1, 1996.*
- M131 Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the establishment of the Texas Tech University Cheerleading Excellence Fund Quasi Endowment funded from an institutional clearing account effective Fall 1996.*
- M132 Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to sign the the three-year contract with IBM for the administrative mainframe upgrade.*

- M133 Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the agreement between the Ex-Students Association and Texas Tech University and authorizes the Chair of the Board to execute the agreement; Attachment No. M3.*
- M134 Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents appoints the individuals on the attached list to the Board of Directors of the Texas Tech University Foundation; Attachment No. M4.*
- M135 Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents accepts the gift of software donated to Texas Tech University for the College of Business Administration by Argus Financial Software of Houston, Texas.*
- M136 Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents accepts the gift of horses donated to Texas Tech University for the College of Agricultural Sciences and Natural Resources by Purina Mills, Inc. of St. Louis, Missouri.*
- M137 Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents ratifies the attached employment contracts for James Allen Dickey, Larry Hays and Marsha Gay Sharp; Attachment No. M5.*
- M138 Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents ratifies the attached budget and salary adjustments; Attachment No. M6.*
- M139 Upon recommendation made by the Finance and Administration Committee, the following was unanimously approved: *RESOLVED, that in accordance with V.T.C.A. Government Code, Sec.2103.061, the Board of Regents ratifies the administrative actions relating to Finance as follows:*
- a. *To authorize the Interim President to designate officers and employees of the University to approve all travel of employees of Texas Tech University, except to countries outside the United States other than the United States possessions, Canada and Mexico, provided that such travel contributes to the mission of the University and is in accordance with current travel regulations and who may further delegate their authority, effective September 1, 1996 through August 31, 1997.*
 - b. *To authorize the Interim President to designate officers and employees of the University to approve official travel reimbursement from State appropriations and all other funds for officers and employees of Texas Tech University provided that the purpose of the travel and the reimbursement for such are in accordance with State travel regulations, other statutory requirements, or other action promulgated by this Board, effective September 1, 1996, and to continue until such time as they are separated from the University or assigned other responsibilities.*
 - c. *To authorize the Interim President to designate officers and employees of the University to approve and pay all accounts covering expenditures for State appropriated funds and all other University-controlled funds, effective September 1, 1996, and to continue until such time as they are separated from the University or assigned other responsibilities.*
 - d. *To sign checks drawn on the Revolving Fund and all other checking accounts of the University in any depository bank, except the University's Cashier's Account in the American State Bank, Lubbock, Texas, effective September 1, 1996, and to continue until such time as they are separated from the University or assigned other responsibilities, and further provided that any mechanically signed check of \$10,000 or more shall be reviewed and manually signed by one of the employees listed who may sign:*

Jim Brunjes, Interim Vice President for Fiscal Affairs
Steve R. Pruitt, Associate Vice President for Business Affairs and Comptroller
Gloria J. Hale, Assistant Vice President for Human Resources
Charlie L. Stallings, Assistant Comptroller
Carole Wardroup, Director of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting
Deana Miller, Manager of Accounting Business Services
Dee Hollis, Manager of Accounting Services

- e. *To sign and/or countersign cashier's checks drawn on the University's Cashier's Account in the American State Bank, Lubbock, Texas, effective September 1, 1996 and to continue until such time as they are separated from the University or assigned other responsibilities, and further provided that any mechanically signed check of \$10,000.00 or more shall be reviewed and manually signed by one of the employees listed who may sign or countersign:*

Employees who may sign or countersign:

Jim Brunjes, Interim Vice President for Fiscal Affairs
Steve R. Pruitt, Associate Vice President for Business Affairs and Comptroller
Gloria J. Hale, Assistant Vice President for Human Resources
Charlie L. Stallings, Assistant Comptroller
Carole Wardroup, Director of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting
Deana Miller, Manager of Accounting Business Services
Dee Hollis, Manager of Accounting Services

Employees who may countersign only:

James E. Meiers, University Bursar
Robert Fisher, Assistant Bursar

- f. *To authorize transfer by wire or other means, of funds between Texas Tech University depositories, effective September 1, 1996, and to continue until such time as they are separated from the University or assigned other responsibilities:*

Employees who may authorize or counter-authorize:

Jim Brunjes, Interim Vice President for Fiscal Affairs
Steve R. Pruitt, Associate Vice President for Business Affairs and Comptroller
Charlie L. Stallings, Assistant Comptroller
Carole Wardroup, Director of Accounting Services
Edmund W. McGee, Assistant Vice President for Investments
Winnie Long, Manager for Cash Management

- g. *To authorize and approve the sale, purchase and transfer of stocks, bonds, and other securities which are owned or controlled by Texas Tech University provided such action is approved by any two of the individuals listed below, effective September 1, 1996, and continue until such time as they are separated from the University or assigned other duties or responsibilities:*

Jim Brunjes, Interim Vice President for Fiscal Affairs
Steve R. Pruitt, Associate Vice President for Business Affairs and Comptroller
Charlie L. Stallings, Assistant Comptroller
Edmund W. McGee, Assistant Vice President for Investments

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

*William G. Wehner, Vice President for Institutional Advancement
Greg Teeter, Interim Assistant Vice President for Institutional Advancement*

M140 Mrs. Martin reported for the Facilities Committee. The following nine items (M141 through M149) constitute action taken upon committee recommendation.

M141 Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to approve and submit the Facilities Construction and Deferred Maintenance Master Plan (also know as the Five-Year Campus Master Plan Update) to the Texas Higher Education Coordinating Board as the approved Master Plan for Texas Tech University.*

M142 Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the site, the schematic design, the cost estimates, and the source of funds; and authorizes the President to proceed with the project and to proceed with documents for submittal to the Texas Higher Education Coordinating Board for review and approval for an area for Texas Tech University.*

BE IT FURTHER RESOLVED, that the initial project budget is established at \$47,000,000.

BE IT FURTHER RESOLVED, that Texas Tech University expects to pay expenditures in connection with the design, planning, acquisition and construction of the project prior to the issuance of obligations to finance the project.

BE IT FURTHER RESOLVED, that Texas Tech University finds, considers, and declares that the reimbursement of Texas Tech University for the payments of such expenditures will be appropriate and consistent with the lawful objectives of Texas Tech University and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it insures obligations to finance the Project;

BE IT FURTHER RESOLVED BY THE BOARD OF REGENTS OF TEXAS TECH UNIVERSITY THAT:

Section 1. Texas Tech University reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$47,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date of expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

M143 Item Withdrawn.

M144 Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the schematic design and authorizes the President to proceed with documents for submittal to the Texas Higher Education Coordinating Board for review and approval, to receive bids, and to award a construction contract for the renovation of the Library.*

BE IT FURTHER RESOLVED, that the project budget is established at \$17,492,000.

- M145 Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to proceed with the project, approves the source of funds, and authorizes the President to approve the schematic design, to proceed with contract documents for submittal to the Texas Higher Education Coordinating Board for review and approval, to receive bids and to award a construction contract for the demolition of the existing Carpenter/Wells Residence Halls and the construction of New Residence Facilities.*

BE IT FURTHER RESOLVED, that the project budget is established at \$16,500,000.

BE IT FURTHER RESOLVED, the Texas Tech University expects to pay expenditures in connection with the design, planning, acquisition and construction of the project prior to the issuance of obligations to finance the project;

BE IT FURTHER RESOLVED, that Texas Tech University finds, considers, and declares that the reimbursement of Texas Tech University for the payments of such expenditures will be appropriate and consistent with the lawful objectives of Texas Tech University and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

BE IT FURTHER RESOLVED BY THE BOARD OF REGENTS OF TEXAS TECH UNIVERSITY THAT:

Section 1. Texas Tech University reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$16,500,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of the Statement after a date which is later than 18 months after the later (1) the date of expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to the Statement more than three years after the date any expenditure which is to be reimbursed is paid.

- M146 Item Withdrawn.

- M147 Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves renaming Boston Avenue between 4th Street and 7th Street to Red Raider Avenue.*

- M148 Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to execute a contract with Water and Power Technologies, Inc. to provide boiler quality make-up water for the campus and Central Heating and Cooling Plant I.*

- M149 Upon recommendation made by the Facilities Committee, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the revision of Board Policy 03.02, Naming of University Buildings and Facilities, Attachment No. M7.*

- M150 Chair Whitacre called on Dr. Haragan for the President's Report; Attachment No. M8.

Chair Whitacre thanked Dr. Haragan and asked the Board for questions of Dr. Haragan. Chair Whitacre said a special thank you to Jim Brunjes, Vice President for Administration, and Pat Campbell, Vice President for General Counsel, for their endless work to the University. Chair Whitacre, speaking on behalf of the Board, then followed with additional thanks to the administration, faculty, employees, and those that had participated in the Chancellor search process. Chair Whitacre stated that they believed the University is embarking on a new era. The Board believes this new organization will allow all to focus on the future and will show us pathways to reach our full potential. The Board believes that Texas Tech is great!

The next meeting was announced for November 8, 1996.

M151 There being no further business, the meeting adjourned.


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Attachments:

1. Leave of absence; Item M125.
2. Revision of Board of Regents Policy 04.11, Investments of Institutional Funds of Texas Tech University; Item M128.
3. Agreement between the Ex-Students Association and Texas Tech University; Item M133.
4. Appointments: Board of Directors of the Texas Tech University Foundation; Item M134.
5. Employment contracts for three coaches; Item M137.
6. Budget adjustments; Item M138.
7. Revision to Board of Regents Policy 03.02, Naming of University Buildings and Facilities; Item M149.
8. President's Report; Item M150.

I, Jim Brunjes, 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 August 20, 1996.

SEAL



Jim Brunjes
Assistant Secretary

Approve extension of leave of absence without pay for Stephen Corbett, Assistant Professor of Classical and Modern Languages and Literatures, College of Arts and Sciences, for the period September 1, 1996, to January 15, 1997. The purpose of this leave is to teach at Brigham Young University as a visiting professor.

Approve leave of absence without pay for John E. Fryman, Associate Professor of Mass Communications, College of Arts and Sciences, for the period September 1, 1996, through August 31, 1997. The purpose of the leave is to develop personal-grant project in application of CD-Interactive technology. Leave will be taken in Ft. Worth.

Approve extension of leave of absence without pay for Burga Jung, Assistant Professor, College of Education, for the period June 1, 1996, through May 31, 1997. The purpose of the leave is to conduct research (in ethnography) and writing. Leave will be taken in Ohio.

Approve extension of leave of absence without pay for James D. Mertes, Professor of Landscape Architecture, College of Agricultural Sciences and Natural Resources, for the period June 1, 1996, to May 31, 1997. The purpose of this leave is for the enhancement of teaching knowledge. Leave will be taken at Michigan State University.

Approve leave of absence without pay for Timothy Olsen, Assistant Professor Mathematics, College of Arts and Sciences, for the period September 1, 1996, through August 31, 1997. The purpose of the leave is to work with colleagues at Johns Hopkins University.

Approve leave of absence without pay for Mark Peterson, Professor of Management, College of Business Administration, for the period September 1, 1996, through May 31, 1997. The purpose of the leave is to accept a visiting professor position at Florida Atlantic University.

Approve leave of absence without pay for Edward I. Steinhart, Associate Professor of History, College of Arts and Sciences, for the period September 1, 1996, through May 31, 1997. The purpose of the leave is to attend a seminar on "Animals and Human Society" at the Shelby Collum Davis Center for Historical Studies of Princeton University.

04.11

Investments of Institutional Funds of Texas Tech University

(1) Preface:

This policy statement is issued by the Board of Regents of Texas Tech University (TTU) and Texas Tech University Health Sciences Center (HSC) for guidance in the investment of institutional funds, known as the "Cash Investment Pool." Certain eligible endowment funds may be invested in a separate fund, called the Consolidated Endowment Fund, in accordance with Board of Regents Policy 05.06. All other funds will comply with this policy statement.

Notwithstanding the above, this policy statement does not preclude the acceptance and retention of securities as gifts to TTU and/or HSC. TTU and HSC shall manage and safeguard such securities in their original form, in accordance with the donor's written instructions. However, upon the partial or total disposition of the original investment, the proceeds will be invested in accordance with this policy.

(2) Authority for Investments:

Section 51.0031 of the Texas Education Code provides that TTU and HSC invest all funds under prudent person standards. As defined in the Education Code, the prudent person standard means that standard of judgment and care that persons of ordinary prudence, discretion, and intelligence exercise in the management of their affairs in regard to the investments of their funds considering probable income, as well as probable safety of their capital.

(3) Investment Objectives:

The investment of funds under this policy statement shall be governed by the following investment objectives, in order of priority:

- (1) Preservation and safety of principal;
- (2) Liquidity; and
- (3) Yield

The investment of funds shall also consider asset diversification, yield, suitability and the experience, quality and capability of investment personnel.

In determining whether the above objectives have been exercised, the following shall be taken into consideration;

- (1) The investment of all funds rather than a consideration as to the prudence of a single investment; and
- (2) Whether the investment decision was consistent with this written policy.

(4) Investment Concept:

The Cash Investment Pool shall employ a hold to maturity concept to provide stability of yield to the Cash Investment Pool. Under such a concept, the ability to purchase an eligible security possessing an acceptable yield and to hold that security to maturity, even though market values may decline, requires the Cash Investment Pool to maintain an adequate liquidity position. Because the Cash Investment Pool shall maintain both the ability and intent to hold securities to maturity, unrealized gains and losses will not be recorded. This concept differs significantly from a "total return" investor where market timing is critical.

Notwithstanding the preceding paragraph, certain Cash Investment Pool securities may be sold provided that there is a significant material advantage to be gained by the transaction and it is in compliance with Federal and State laws, University policy and this policy statement.

(5) Performance Goals and Objectives:

As discussed below, the Cash Investment Pool will be comprised primarily of collateralized bank accounts, money market mutual funds and eligible fixed income government securities. Consequently, the Cash Investment Pool's annual performance will be compared to the indices of comparable securities. The annual yield objective of the Cash Investment Pool is to exceed the annual yield of both the Lehman Brothers Intermediate Term U.S. Treasury Index and the Lehman Brothers Intermediate Term Government Index.

(6) Authorized Officials:

The Board of Regents designates the Vice President for Fiscal Affairs as the authorized Investment Officer. However, at each August meeting, the Board of Regents will further delegate its authority to sell, purchase and transfer investments to the following officers:

Texas Tech University:

To authorize and approve the sale, purchase and transfer of stocks, bonds, and other securities which are owned or controlled by Texas Tech University provided such action is approved by any two of the officers listed below:

- Vice President for Fiscal Affairs
- Associate Vice President for Business Affairs and Comptroller
- Assistant Comptroller
- Assistant Vice President for Investments

However, for all instruments contributed to Texas Tech University, one of the two officers named below must approve any sale:

- Vice President for Institutional Advancement
- Assistant Vice President for Development

Texas Tech University Health Sciences Center:

To authorize and approve the sale, purchase and transfer of stocks, bonds, and other securities which are owned or controlled by Texas Tech University Health Sciences Center provided such action is approved by any two of the officers listed below:

- Vice President for Fiscal Affairs
- Assistant Vice President for Fiscal Affairs
- Director of Accounting Services
- Assistant Vice President for Investments, TTU

However, for all instruments contributed to Texas Tech University Health Sciences Center, one of the two officers named below must approve any sale:

- Vice President for Institutional Advancement
- Assistant Vice President for Development

(7) Potential Conflicts of Interest:

Any officer authorized in paragraph (6), above, who has a personal business relationship with an entity seeking to sell an investment to TTU or HSC shall file a statement disclosing that personal

business interest. An investment officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to TTU or HSC shall file a statement disclosing that relationship. A statement required under this section of the policy statement must be filed with the Texas Ethics Commission and with the Board of Regents.

(8) Authorized Investments:

The following are authorized investments:

(A) Obligations of, or Guaranteed by, Governmental Entities:

- (1) Obligations of the United States or its agencies and instrumentalities;
- (2) Direct obligations of the State of Texas or its agencies and instrumentalities;
- (3) Collateralized mortgage obligations (CMOs) directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; and
- (4) Other obligations, such as mortgage-backed securities, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities.

Notwithstanding the above, the following investments are not authorized under this section (A):

- (1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3) Collateralized mortgage obligations that have a weighted average maturity at time of purchase of greater than 10 years; and
- (4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Limitations on authorized investments:

- (1) Obligations of the United States or its agencies and instrumentalities:

Maximum Term	10 years
Maximum Single Purchase	Without
	Limitation
Maximum Aggregate Position	No Limit
- (2) Direct obligation of the State of Texas or its agencies and instrumentalities:

Maximum Term	10 years
Maximum Single Purchase	5% of Portfolio
Maximum Aggregate Position	25% of Portfolio
- (3) Collateralized mortgage obligation (CMOs) directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States:

Maximum Term	10 years
	Weighted Average

	Life, at time of purchase
Maximum Single Purchase	3% of Portfolio
Maximum Aggregate Position	Not to Exceed 90% of Portfolio

- (4) Other obligations, such as mortgage-backed securities, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities:

Maximum Weighted Average Life	15 Years, at time of purchase
Maximum Single Purchase	3% of Portfolio
Maximum Aggregate Position	25% of Portfolio

(B) Bank Deposits and Certificates of Deposit:

- (1) Funds shall be deposited into those depositories consistent with Board of Regent Policy Statement 04.08 (Selection of Primary and Secondary Depositories for Texas Tech University and Texas Tech University Health Sciences Center).

On any given day, no depository bank shall have institutional funds on deposit in an amount which exceeds any one of the following limits:

- (a) Twenty five percent of the total funds available for investment by TTU/HSC; or
- (b) Based upon the bank's latest regularly published statement of financial condition:
 - 1. Fifteen percent of its total deposits;
 - 2. An amount equal to the sum of its capital, permanent surplus, retained earnings, and reserves.

The above limitations shall not be construed to establish a commitment and/or guarantee on the part of TTU or HSC to deposit any particular amount in any one bank. TTU/HSC may develop additional institutional guidelines which may employ other criteria to establish limits on the total amount of deposits in any bank. Such guidelines, however, shall not allow the total deposits in any bank to exceed the limits otherwise established under this policy statement.

- (2) Certificates of deposit if issued by a state or national bank or a savings and loan association domiciled in the State of Texas.

Limitations:

Maximum Term	10 Years
Maximum Single Purchase	3% of Portfolio
Maximum Aggregate Position	Same as bank deposits, see above

For both Bank Deposits and Certificates of Deposits, discussed in subparagraphs (1) and (2) above, the following provisions apply:

- All cash instruments, including Certificates of Deposit, must be fully collateralized as required in Section 51.003(c) of the Texas Education Code and with the Public Funds Investment Act, as amended, except that surety bonds are not authorized as collateral. The pledged collateral shall be placed in a custodian bank or banks named by TTU or HSC. In no event will the custodian be affiliated with the depository bank.
- Deposits and Certificates of Deposits must be guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or be secured by eligible obligations that are described in section (A), above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the deposits and/or certificates.

(C) Repurchase Agreements:

A repurchase agreement means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described in section (A), above, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. A fully collateralized repurchase agreement is an authorized investment if the repurchase agreement is secured by obligations described in section (A), above and requires the securities being purchased to be pledged to TTU/HSC and deposited at the time the investment is made with a third party selected and approved by TTU and HSC. Repurchase Agreements must be placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas.

Limitations:

Same as bank deposits, see above

Reverse Repurchase Agreements are not permitted.

(D) Guaranteed Investment Contracts:

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

- Has a defined termination date;
- Is secured by obligations described by section (A), above, in an amount at least equal to the amount of bond proceeds invested under the contract; and
- Is pledged to TTU/HSC and deposited with a third party selected and approved by TTU/HSC.

Bond proceeds may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment, bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received must be obtained. TTU/HSC must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to

be invested. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

(E) Money Market Mutual Funds:

A no-load money market mutual fund is an authorized investment if:

- The Fund is regulated by the Securities and Exchange Commission;
- Has a dollar-weighted average stated maturity of 90 days or fewer; and
- Includes in its investment objective the maintenance of a stable net asset value of \$1 for each share.

However, the investment in no-load money market mutual funds cannot exceed, in the aggregate, 80 percent of TTU/HSC's monthly average fund balance, excluding bond proceeds and reserves and debt service funds. Nor can the total investment by TTU/HSC in any one money market fund exceed 10 percent of the total assets of the money market mutual fund.

(F) Investment Pools:

Eligible investment pools are authorized investments.

To be considered an eligible investment pool, the investment pool must furnish an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

- (1) the types of investments in which money is allowed to be invested;
- (2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
- (3) the maximum stated maturity date any investment security within the portfolio has;
- (4) the objectives of the pool;
- (5) the size of the pool;
- (6) the names of the members of the advisory board of the pool and the dates their terms expire;
- (7) the custodian bank that will safekeep the pool's assets;
- (8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- (9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- (10) the name and address of the independent auditor of the pool;
- (11) the requirements to be satisfied for the University/Health Sciences Center to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the University/Health Sciences Center to invest funds in and withdraw funds from the pool; and
- (12) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To maintain eligibility, the investment pool must furnish the following:

- (1) investment transaction confirmations; and

- (2) a monthly report that contains, at a minimum, the following:
- (A) the types and percentage breakdown of securities in which the pool is invested;
 - (B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - (C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
 - (D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;
 - (E) the size of the pool;
 - (F) the number of participants in the pool;
 - (G) the custodian bank that is safekeeping the assets of the pool;
 - (H) a listing of daily transaction activity of the University/Health Sciences Center;
 - (I) the yield and expense ratio of the pool;
 - (J) the portfolio managers of the pool; and
 - (K) any changes or addenda to the offering circular.

In addition to the eligibility requirements discussed above, the investment pool must mark its portfolio to market daily and, to the extent reasonably possible, stabilized at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold by the pool as necessary to maintain the ratio between 0.995 and 1.005. Further, the investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

The eligible investment pools for Texas Tech University and Texas Tech University Health Sciences Center are:

- TexPool
- LOGIC
- Lone Star Liquidity

(9) **Selection of Securities Dealers:**

TTU and HSC may rely on certain information and advice of securities sales representatives concerning proposed investments, investment timing and pricing. It is essential that TTU and HSC have sufficient knowledge about the securities firms and personnel with whom they are doing business. Firms that are unwilling to provide complete and timely disclosure of their financial conditions will not be utilized.

The following will be considered in the selection of securities firms:

- (1) The ability of the securities dealer to fulfill commitments as evidenced by capital strength, liquidity and operating results. This evidence shall be gathered from current financial data, annual reports, credit reports and other sources of financial information.
- (2) The dealer's general reputation for financial stability and fair and honest dealings with customers.
- (3) Information available from State or Federal securities regulators and securities industry self-regulatory organizations, such as the National Association of Securities Dealers, concerning any formal enforcement actions against the dealer, its affiliates or associated personnel.

- (4) A review of the background of the sales representative with whom business will be conducted in order to determine his or her experience and expertise.

A copy of this policy statement is to be provided to all securities dealers seeking to conduct securities transactions with TTU and HSC.

TTU and HSC shall make reasonable, good faith efforts to include woman-owned and minority-owned businesses in its investment process. A minority-owned business means a business entity in which 51 percent of the ownership interests in the entity are held by one or more minority group members. A woman-owned business means a business entity in which at least 51 percent of the ownership interests in the entity are held by one or more women.

(10) Investment Training:

The appropriate officers discussed in section (6), above, shall attend at least one training session per year relating to the person's responsibilities. The training should include education in investment controls, security risks, strategy risks, market risks and compliance with certain State statutes and this policy statement.

(11) Internal Management Reports:

Not less than quarterly, the Vice President for Fiscal Affairs of TTU shall prepare and submit to the Chairman of the Board of Regents' Finance Committee and to the President of TTU and HSC a written report of investments. The report shall include the following:

- (A) Describe the investment position of the Cash Investment Pool;
- (B) Contain a summary of:
 - (1) The beginning market value of the reporting period;
 - (2) Additions and changes to the market value during the period;
 - (3) Ending market value for the period;
 - (4) State the book value and market value of investments at the beginning and the end of the reporting period by type of asset invested;
 - (5) State the weighted average maturity of each asset type;
 - (6) State the compliance of the Cash Investment Pool as it relates to this policy statement.

The Vice President for Fiscal Affairs of TTU shall, at the beginning of each fiscal year, present to the Board of Regents a report of the investments of the TTU and HSC during the preceding fiscal year. The report will summarize all investment activity for the year along with total investment income and annual investment rate of return.

OPERATING AGREEMENT BETWEEN
TEXAS TECH UNIVERSITY AND
THE TEXAS TECH UNIVERSITY EX-STUDENTS ASSOCIATION

This Agreement is made this _____ day of _____, 1996, between Texas Tech University, Lubbock, Lubbock County, Texas, hereinafter referred to as UNIVERSITY, and the Texas Tech University Ex-Students Association hereinafter referred to as ASSOCIATION.

WHEREAS, the UNIVERSITY and the ASSOCIATION provide mutually beneficial services, support and information to each other, and whereas the UNIVERSITY and the ASSOCIATION work together to promote the teaching, research, and professional/public service activities of the UNIVERSITY, as enumerated below:

The ASSOCIATION will, as directed by its constitution/charter and bylaws, work to assist in providing and making available to the UNIVERSITY and its students and faculty assets to accomplish the goals and objectives of the UNIVERSITY. The ASSOCIATION will seek to perform those functions which the UNIVERSITY cannot provide itself. In turn, the UNIVERSITY will assist the ASSOCIATION by providing certain services as mutually agreed to by the ASSOCIATION and UNIVERSITY.

The Board of Directors of the ASSOCIATION and the Board of Regents of the UNIVERSITY must assure that the activities of the ASSOCIATION are consistent with the UNIVERSITY's objectives, goals, and priorities at all times. In order to enhance

communicating between the ASSOCIATION and the UNIVERSITY, the ASSOCIATION shall appoint at least one non-voting member to its governing board from the UNIVERSITY, with such member being designated by the President of the UNIVERSITY.

The ASSOCIATION will provide the UNIVERSITY's Office of Institutional Advancement a copy of its constitution/charter, current bylaws, a list of names and addresses of the members of the governing board, and officers of the organization. In addition, a list of employees of the UNIVERSITY participating in the activities of the ASSOCIATION shall be submitted to the Office of Institutional Advancement annually, with special notation should an officer or employee of the UNIVERSITY be appointed or elected to a position as an officer or director of the ASSOCIATION.

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

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

provide to the Office of Institutional Advancement on an annual basis, a total dollar value of all gifts and grants received by the ASSOCIATION as well as the total number of alumni contributing. This is to enable the UNIVERSITY to submit a total accounting of gifts and grants to the Council for Financial Aid to Education on an annual basis.

The ASSOCIATION agrees to maintain proper books and records and to retain an independent certified public accountant to perform an audit annually. Three copies of the annual financial report and the audit report shall be submitted to the Chief Fiscal Officer of the UNIVERSITY for distribution to the Vice President for Institutional Advancement of the UNIVERSITY and to the Secretary of State in Austin.

The UNIVERSITY will continue to provide the ASSOCIATION funds for operations for the following services (current salaries):

Special Events Director	\$ 31,633
Special Events Secretary	17,307
Fringe Benefits	8,905
Office Support Expenses	10,000
Utilities and Custodial, est.	<u> *</u>
	\$ 67,845

*University will provide for space in the area of the old building. Utilities will be charged based upon actual usage with the university bearing the utility costs for the old building. Custodial services will be split one-third to the university and two-thirds to the association. The funding of building maintenance costs will be reviewed and determined on a case by case basis.

This agreement shall begin on the 1st day of September 1996, and shall continue for 3 years. At the termination of this agreement, all gifts, funds, and property will belong to the ASSOCIATION.

Chairman, Board of Directors
Texas Tech University
Ex-Students Association

Chairman, Board of Regents
Texas Tech University

Texas Tech University
Ex-Students Association Physical Plant Costs
Fiscal Year 1997

	<u>Old Building</u>	<u>New Building</u>
Utilities (Actual costs)	\$ 7,892.24	\$16,287.15
Custodial Services (1/3 for old, 2/3 new)	<u>3,104.00</u>	<u>6,208.00</u>
Total Estimated Costs	<u>\$10,996.24</u>	<u>\$22,495.15</u>

TEXAS TECH UNIVERSITY FOUNDATION
BOARD OF DIRECTORS
APPOINTMENTS

(Terms expiring August 31, 1999)

Bob Craig
John Crews
Gene Ehler
Jim Gilbreath, Jr.
Danny Johnston
Nelda Laney
Delbert McDougal
Carroll McGinnis
Kevin McMahon
Linda Robins

(Term expiring August 31, 1997)

George H. McCleskey

STATE OF TEXAS

COUNTY OF LUBBOCK

EMPLOYMENT CONTRACT

This Employment Contract is made and entered into this the 6 day of MAY, 1996, by and between Texas Tech University, herein called "University" and James Dickey, herein called "Coach". The parties hereby specifically agree that each party has received or shall receive adequate consideration to supersede the existing employment agreement between the parties, dated the 10th day of June, 1993, and such prior employment agreement shall be and is hereby terminated as of the date of this Agreement.

I.
TERM

Both parties hereby mutually agree that for and in consideration of the mutual benefits and consideration received or to be received by the parties that Coach shall be employed as Head Men's Basketball Coach at the University for a term of five (5) years beginning the 1st day of March, 1996, and ending on the 30th day of April, 2001, upon the terms, conditions, stipulations, covenants and agreements as set forth herein:

II.
PRIMARY DUTY ASSIGNMENT

Coach shall be employed as Head Men's Basketball Coach at University during the period of this Agreement.

III.
COMPENSATION AND BENEFITS

A. BASE SALARY

Coach shall be paid the following annual base salary during the period of this Contract.

March 1, 1996 - April 30, 1997	\$175,000
May 1, 1997 - April 30, 1998	\$185,000
May 1, 1998 - April 30, 1999	\$200,000
May 1, 1999 - April 30, 2000	\$215,000
May 1, 2000 - April 30, 2001	\$225,000

Payment shall be in accordance with the payroll policies of the University and subject to such deductions as may be required by applicable state and federal laws and regulations. Changes in base salary shall only be by written contract revision.

B. HEALTH, RETIREMENT, VACATION AND OTHER LEAVE

Coach will be eligible to participate in the benefits as all other University employees. Such benefits shall be governed by University policy and law of the State of Texas. Vacation leave shall be taken at such time or times agreed upon between Coach and the Director of Intercollegiate Athletics. Coach and designated beneficiaries shall receive benefits from \$1 Million Dollar Accidental Death and Dismemberment insurance policy (24 hour coverage), premiums to be paid by the athletics department during the term of Coach's employment with University.

C. PERQUISITES

1. Courtesy Vehicle: One luxury courtesy vehicle is assigned to Coach under the terms and conditions contained in a separate Vehicle Assignment Agreement.
2. Supplemental Compensation: In the event that the University men's basketball team is selected, during this Employment Contract, for participation in the NCAA or NIT post-season tournament, Coach shall receive a supplemental compensation payment of 8.33% of Coach's annual base salary; for participation in the NCAA Sweet Sixteen, Coach shall receive additional supplemental compensation of 8.33% of Coach's annual base salary; for participating in the NCAA Final 4, \$25,000 cash bonus and for winning the NCAA national championship, \$25,000 cash bonus.
3. Academic Performance Compensation: If, during the two full semesters (fall and spring semesters) in the academic year of Coach's annual contract anniversary, the Grade Point Average (GPA) of the men's basketball team is 2.50 or higher and no team members are on academic probation or suspension for the two semester period and all team members have satisfied NCAA satisfaction progress requirements, Coach shall receive additional compensation of 8.33% of Coach's annual base salary.
4. Complimentary Tickets: During each year of this Contract, Coach shall receive four (4) complimentary seats in the football press box during all Texas Tech home football games; Coach shall receive twenty (20) complimentary season tickets for home men's basketball games, including conference tournament and NCAA tournament games (home or away). Coach shall have the option to purchase an additional twenty (20) tickets to conference tournament or NCAA tournament games.

5. Summer Camps: Coach, acting as an individual or a private legal entity, may offer a summer camp using University facilities after first receiving written approval by the Director of Intercollegiate Athletics. It is understood that Coach or other University personnel involved will use personal vacation time when preparing for and conducting a private camp and that University facilities, equipment and resources may be used according to the terms and conditions of a separate facility agreement. Such facility agreement must be in writing and signed by both parties before commencement of a summer camp. Coach shall have permission to use the terms "Texas Tech University" and "Red Raider Basketball" in the description and identification of any summer basketball camp conducted by the Coach, upon approval by the Director of Intercollegiate Athletics.
6. Guarantee of Athletics-Related Personal Income: If the annual outside athletics-related net personal income from the James Dickey Radio Show, James Dickey Television Show, James Dickey Basketball Camp and personal basketball shoe contract does not reach \$175,000 annually, the University agrees to make up any shortfall up to that amount (\$175,000). Such reconciliation on income shall be made June 1 (beginning June 1, 1997) each year of this agreement following an audited statement of accounts of the four previously defined personal revenue sources and subsequent obligation, if any, presented to the University no later than April 15 (beginning April 15, 1997) of each year.

IV. PERFORMANCE

In the performance of his duties, Coach shall be directly responsible to and under the supervision of the Director of Intercollegiate Athletics. Without limitation of the foregoing, Coach, in the performance of his duties, shall conduct himself at all times in a manner consistent with his position as an instructor of students. The parties agree that, although this Employment Contract is sports related, the primary purpose of the University and this Employment Contract is educative. Thus, the educative purposes of the University shall have priority in the various provisions of this agreement. Coach will follow all applicable University policies and procedures. Coach shall not, either directly or indirectly, breach or countenance the breach of any player or coach subject to his control or supervision of any of the rules and standards of the Southwest/Big 12 Conferences, the National Collegiate Athletic Association (NCAA), youth, collegiate, and master's amateur athletics as well as other associations or agencies to which the Texas Tech University adheres. In this connection, Coach agrees to devote his entire time, labor, effort and attention, in good faith, to conduct and perform the duties commensurate with the position as Head Men's Basketball Coach. Breach of such rules and standards, whether willful or through negligence,

may be subject to disciplinary action and penalties ranging from termination, public or private reprimand to monetary fines or adjustments in compensation as determined by the President following consultation and review with the Director of Intercollegiate Athletics. The provision of this paragraph shall be without prejudice to any right the University may have under Section V of this Agreement.

V.
TERMINATION

A. FOR CAUSE:

The University specifically reserves the right to terminate this Employment Contract without further obligations at any time for cause, such as but not limited to the following: failure or refusal to perform assigned duties; actions detrimental to the University, such as a major violation or violations of the governing policies, rules, regulations and procedures of the University, any athletic conference of which the University is a member, or NCAA.

B. INABILITY TO PERFORM:

In the event of the inability of Coach to continue to perform his obligations under this Employment Contract by reason of illness or some other occurrence beyond the control of either party hereto, and such inability to perform has continued or will continue beyond a reasonable period of time, this Employment Contract shall thereupon terminate and all future obligations between the parties hereto shall cease.

C. RESIGNATION OF COACH:

In the event Coach terminates his employment to coach as Head Coach at another NCAA Division I institution, during the first four years of this Agreement as defined herein, Coach shall pay to University, within thirty (30) days of resignation as liquidated damages, in lieu of any and all other legal remedies or equitable relief, Fifty Thousand Dollars (\$50,000).

D. TERMINATION WITHOUT CAUSE

In addition to the provision set forth above, there is also reserved to the University the right to terminate this Employment Contract without cause at any time. The parties agree that in the event this right to terminate is exercised, the University will pay to Coach the remaining annual base salaries as set forth in Section III of this Agreement. Payment shall be made in one lump sum within thirty days following the date of termination. In such event, the University shall not be liable to Coach for any other University benefits,

perquisites or any collateral business opportunities, outside income revenues or other benefits associated with Coach's position as coach. For purposes of this paragraph, salary shall be limited to compensation as defined as Base Salary in Section III above. Coach may not be reassigned to another position in the University or its athletics department.

E. **MUTUAL AGREEMENT:**

The parties reserve the right to terminate this Employment Contract by mutual agreement. In the event the right to terminate pursuant to this paragraph is exercised, all liability of the parties shall cease effective the date of termination.

VI.
OUTSIDE INCOME

Coach shall receive written approval from the University President prior to entering into any agreement for all athletically-related income and benefits from sources outside the University.

Coach shall annually report in writing all athletically-related income and benefits from sources outside the University (including but not limited to, income from annuities; sports camps; housing benefits; automobile benefits; television and radio programs; and endorsements or consultation contracts with athletic shoes, apparel or equipment manufacturers) through the Director of Intercollegiate Athletics to the University President.

University agrees to adjust Coach's annual Base Salary as designated in Section III if University contracts with athletics-related outside income sources that compete directly with Coach's outside income sources or consulting agreements, and as result, Coach's outside sources or consulting agreements are terminated. The outside income protection compensation adjustments shall be limited to the amount of Coach's competing outside income source at the time of such termination plus Ten Percent (10%) of that amount. The outside income protection compensation adjustment to the Base Salary shall be one time only in the anniversary year of the competing occurrence.

VII.
PUBLIC APPEARANCES

Coach shall make no public appearance, either in person or by means of radio or television, or willingly allow the use of his name in connection with his relationship to the University when any such appearance or use of name will result in unfavorable reflection upon the University.

VIII.
REPRESENTATIONS

It is mutually understood that this Employment Contract contains all of the terms and conditions to which the parties have agreed and that no other understandings or representations, either oral or written, unless referenced in the preceding paragraphs, regarding the subject matter of this Employment Contract shall be deemed to exist or to bind the parties hereto and that any modification, amendment or addendum to this Employment Contract shall only be by written instrument signed by each party hereto.

IX.
INTERPRETATION

No provision or part of this Agreement which shall prove to be invalid, void or illegal shall in any way affect, impair or invalidate any other provision or part, and such other provision and parts shall remain in full force and effect.

X.
APPLICABLE LAW

This Employment Contract is made and entered in the State of Texas, the laws of Texas shall govern its validity and interpretation and the performance by the parties of their respective duties and obligations under this Employment Contract.

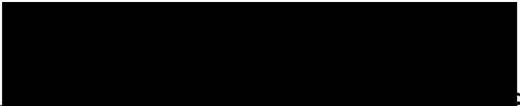
The parties agree that prior to suit being filed by either of them based on or pertaining to this contract, they shall submit this dispute to mediation, as described in Section 154.023 of the Texas Civil Practice and Remedies Code. The costs of such mediation shall be shared equally by the parties.

Coach has been advised to have this Agreement reviewed by counsel familiar with employment agreements before agreeing to the terms and conditions contained herein.


IN WITNESS WHEREOF, the parties hereto shall consider this
Employment Contract to be effective on the 1st day of
March, 1996.



JAMES DICKEY
5/6/96
Date



ROBERT L. BOCKRATH
Director of Intercollegiate Athletics
5-6-96
Date



TEXAS TECH UNIVERSITY
By: Donald R. Haragan
President
5/6/96
Date

STATE OF TEXAS

COUNTY OF LUBBOCK

EMPLOYMENT CONTRACT

This Employment Contract is made and entered into this the 4th day of April, 1996, by and between Texas Tech University, herein called "University" and Larry Hays, herein called "Coach". The parties hereby specifically agree that each party has received or shall receive adequate consideration to supersede the existing employment agreement between the parties, dated the 10th day of June, 1993, and such prior employment agreement shall be and is hereby terminated as of the date of this Agreement.

I.
TERM

Both parties hereby mutually agree that for and in consideration of the mutual benefits and consideration received or to be received by the parties that Coach shall be employed as Head Baseball Coach at the University for a term of five (5) years beginning the 1st day of May, 1996, and ending on the 30th day of June, 2001, upon the terms, conditions, stipulations, covenants and agreements as set forth herein:

II.
PRIMARY DUTY ASSIGNMENT

Coach shall be employed as Head Baseball Coach at University during the period of this Agreement.

III.
COMPENSATION AND BENEFITS

A. BASE SALARY

Coach shall be paid the following annual base salary during the period of this Contract.

May 1, 1996 - June 30, 1997	\$90,000
July 1, 1997 - June 30, 1998	\$100,000
July 1, 1998 - June 30, 1999	\$110,000
July 1, 1999 - June 30, 2000	\$110,000
July 1, 2000 - June 30, 2001	\$110,000

Payment shall be in accordance with the payroll policies of the University and subject to such deductions as may be required by applicable state and federal laws and regulations. Changes in base salary shall only be by written contract revision.

B. HEALTH, RETIREMENT, VACATION AND OTHER LEAVE

Coach will be eligible to participate in the benefits as all other University employees. Such benefits shall be governed by University policy and law of the State of Texas. Vacation leave shall be taken at such time or times agreed upon between Coach and the Director of Intercollegiate Athletics.

C. PERQUISITES

1. Automobile Subsidy: Coach shall receive an automobile subsidy in the amount of \$300 per month. It is specifically understood and agreed that this perquisite may be withdrawn by the Director of Intercollegiate Athletics at anytime in his/her sole and exclusive discretion.
2. Supplemental Compensation: In the event that the University baseball team wins, during this Employment Contract, the Conference baseball championship or is invited to the NCAA baseball tournament, Coach shall receive a supplemental compensation payment of 8.33% of Coach's annual base salary; for participation in the NCAA College World Series, Coach shall receive additional supplemental compensation of 8.33% of Coach's annual base salary.
3. Academic Performance Compensation: If, during the two full semesters (fall and spring semesters) in the academic year of Coach's annual contract anniversary, the Grade Point Average (GPA) of the baseball team is 2.50 or higher and no team members are on academic probation or suspension for the two semester period and all team members have satisfied NCAA satisfaction progress requirements, Coach shall receive additional compensation of 8.33% of Coach's annual base salary.

Complimentary Tickets: During each year of this Contract, Coach shall receive four (4) complimentary seats in the football press box during all Texas Tech home football games; Coach shall receive twenty (20) season tickets for home baseball games, including NCAA tournament games (home or away).

4. Camps: Coach, acting as an individual or a private legal entity, may offer a camp using University facilities after first receiving written approval by the Director of Intercollegiate Athletics. It is understood that Coach or other University personnel involved will use personal vacation time when preparing for and conducting a private camp and that University facilities, equipment and resources may be used according to the terms and conditions of a

writing and signed by both parties before commencement of a camp. Coach shall have permission to use the terms "Texas Tech University" and "Red Raider Baseball" in the description and identification of any baseball camp conducted by the Coach, upon approval by the Director of Intercollegiate Athletics.

IV. PERFORMANCE

In the performance of his duties, Coach shall be directly responsible to and under the supervision of the Director of Intercollegiate Athletics. Without limitation of the foregoing, Coach, in the performance of his duties, shall conduct himself at all times in a manner consistent with his position as an instructor of students. The parties agree that, although this Employment Contract is sports related, the primary purpose of the University and this Employment Contract is educative. Thus, the educative purposes of the University shall have priority in the various provisions of this agreement. Coach will follow all applicable University policies and procedures. Coach shall not, either directly or indirectly, breach or countenance the breach of any player or coach subject to his control or supervision of any of the rules and standards of the Southwest/Big 12 Conferences, the National Collegiate Athletic Association (NCAA), youth, collegiate, and master's amateur athletics as well as other associations or agencies to which the Texas Tech University adheres. In this connection, Coach agrees to devote his entire time, labor, effort and attention, in good faith, to conduct and perform the duties commensurate with the position as Head Baseball Coach. Breach of such rules and standards, whether willful or through negligence, may be subject to disciplinary action and penalties ranging from termination, public or private reprimand to monetary fines or adjustments in compensation as determined by the President following consultation and review with the Director of Intercollegiate Athletics. The provision of this paragraph shall be without prejudice to any right the University may have under Section V of this Agreement.

V. TERMINATION

A. FOR CAUSE:

The University specifically reserves the right to terminate this Employment Contract without further obligations at any time for cause, such as but not limited to the following: failure or refusal to perform assigned duties; actions detrimental to the University, such as a violation or violations of the governing policies, rules, regulations and procedures of the University, any athletic conference of which the University is a member, or NCAA.

B. INABILITY TO PERFORM:

In the event of the inability of Coach to continue to perform his obligations under this Employment Contract by reason of illness or some other occurrence beyond the control of either party hereto, and such inability to perform has continued or will continue beyond a reasonable period of time, this Employment Contract shall thereupon terminate and all future obligations between the parties hereto shall cease.

C. RESIGNATION OF COACH:

In the event Coach terminates his employment to coach at another NCAA 1-A institution, during the five years of this Agreement as defined herein, Coach shall pay to University, within thirty (30) days of resignation as liquidated damages, in lieu of any and all other legal remedies or equitable relief, the following sums: 100% of the remaining salary for the twelve (12) month period in which the termination occurs; 75% of the following year's salary, if applicable; and 50% of any following year's salary, if applicable.

D. TERMINATION WITHOUT CAUSE

In addition to the provision set forth above, there is also reserved to the University the right to terminate this Employment Contract without cause at any time. The parties agree that in the event this right to terminate is exercised, the University will pay remaining annual base salaries to Coach in monthly installments as set forth in Section III of this Agreement. Payment shall begin one month after the date of termination. In such event, the University shall not be liable to Coach for any other University benefits, perquisites or any collateral business opportunities, outside income revenues or other benefits associated with Coach's position as coach. For purposes of this paragraph, salary shall be limited to compensation as defined as Base Salary in Section III above.

E. MUTUAL AGREEMENT:

The parties reserve the right to terminate this Employment Contract by mutual agreement. In the event the right to terminate pursuant to this paragraph is exercised, all liability of the parties shall cease effective the date of termination.

F. NON-COMPETE CONSIDERATION:

Coach acknowledges that during the term of employment by University, he will gain confidential information concerning the University athletic program and that the use of this confidential information by a Conference opponent would place the University's

athletic program at a serious competitive disadvantage. Accordingly, Coach expressly promises and agrees not to engage in employment with another Big 12 Conference school or any other Conference in which University is a member in any coaching capacity during the period of this agreement. In the event Coach breaches this Employment Contract by accepting coaching-related employment with any Conference school during the term of this agreement, Coach agrees that the liquidated damages as defined in Section V., Paragraph C., shall not be considered sufficient to mitigate against loss. Coach further agrees that because the services Coach is to render under this contract are of a special, unique, unusual, extraordinary and intellectual character which gives those services peculiar value, the loss to the University of which cannot be reasonably or adequately compensated in damages in an action of law, and because said breach would place University at significant competitive disadvantage, the University shall have the right to obtain from any court such equitable, injunctive, or other relief as may be appropriate, including a decree enjoining Coach from performing coaching-related services for any Conference school.

VI. OUTSIDE INCOME

Coach shall receive written approval from the University President prior to entering into any agreement for all athletically-related income and benefits from sources outside the University.

Coach shall annually report in writing all athletically-related income and benefits from sources outside the University (including but not limited to, income from annuities; sports camps; housing benefits; automobile benefits; television and radio programs; and endorsements or consultation contracts with athletic shoes, apparel or equipment manufacturers) through the Director of Intercollegiate Athletics to the University President.

University agrees to adjust Coach's annual Base Salary as designated in Section III if University contracts with athletics-related outside income sources that compete directly with Coach's outside income sources or consulting agreements, and as result, Coach's outside sources or consulting agreements are terminated. The outside income protection compensation adjustments shall be limited to the amount of Coach's competing outside income source at the time of such termination plus Ten Percent (10%) of that amount. The outside income protection compensation adjustment to the Base Salary shall be one time only in the anniversary year of the competing occurrence.

VII.
PUBLIC APPEARANCES

Coach shall make no public appearance, either in person or by means of radio or television, or willingly allow the use of his name in connection with his relationship to the University when any such appearance or use of name will result in unfavorable reflection upon the University. Coach will neither participate in, nor allow his name to be used in connection with, any particular athletic equipment and/or commercial activity wherein Coach will receive remuneration for such participation or use unless Coach first shall have received written consent therefore from the Director of Intercollegiate Athletics. Endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers must be reviewed and approved by the Director of Intercollegiate Athletics before Coach can execute such an agreement.

VIII.
REPRESENTATIONS

It is mutually understood that this Employment Contract contains all of the terms and conditions to which the parties have agreed and that no other understandings or representations, either oral or written, unless referenced in the preceding paragraphs, regarding the subject matter of this Employment Contract shall be deemed to exist or to bind the parties hereto and that any modification, amendment or addendum to this Employment Contract shall only be by written instrument signed by each party hereto.

IX.
INTERPRETATION


No provision or part of this Agreement which shall prove to be invalid, void or illegal shall in any way affect, impair or invalidate any other provision or part, and such other provision and parts shall remain in full force and effect.

X.
APPLICABLE LAW


This Employment Contract is made and entered in the State of Texas, the laws of Texas shall govern its validity and interpretation and the performance by the parties of their respective duties and obligations under this Employment Contract.

Coach has been advised to have this Agreement reviewed by counsel familiar with employment agreements before agreeing to the terms and conditions contained herein.


IN WITNESS WHEREOF, the parties hereto, shall consider this Employment Contract to be effective on the 15 day of May, 1996.



LARRY HAYS
4-4-96
Date



ROBERT L. BOCKRATH
Director of Intercollegiate Athletics
4-4-96
Date

TEXAS TECH UNIVERSITY
By: 

President
Date

STATE OF TEXAS

COUNTY OF LUBBOCK

EMPLOYMENT CONTRACT

This Employment Contract is made and entered into this the 5th day of March, 1996, by and between Texas Tech University, herein called "University" and Marsha Sharp, herein called "Coach". The parties hereby specifically agree that each party has received or shall receive adequate consideration to supersede the existing employment agreement between the parties, dated the 10th day of June, 1993, and such prior employment agreement shall be and is hereby terminated as of the date of this Agreement.

I.
TERM

Both parties hereby mutually agree that for and in consideration of the mutual benefits and consideration received or to be received by the parties that Coach shall be employed as Head Women's Basketball Coach at the University for a term of five (5) years beginning the 1st day of March, 1996 and ending on the 30th day of April, 2001, upon the terms, conditions, stipulations, covenants and agreements as set forth herein:

II.
PRIMARY DUTY ASSIGNMENT

Coach shall be employed as Head Women's Basketball Coach at University during the period of this Agreement.

III.
COMPENSATION AND BENEFITS

A. BASE SALARY

Coach shall be paid the following annual base salary during the period of this Contract:

March 1, 1996 - April 30, 1997	\$175,000
May 1, 1997 - April 30, 1998	\$185,000
May 1, 1998 - April 30, 1999	\$200,000
May 1, 1999 - April 30, 2000	\$215,000
May 1, 2000 - April 30, 2001	\$225,000

Payment shall be in accordance with the payroll policies of the University and subject to such deductions as may be required by applicable state and federal laws and regulations. Changes in base salary shall only be by written contract revision.

B. HEALTH, RETIREMENT, VACATION AND OTHER LEAVE

Coach will be eligible to participate in the benefits as all other University employees. Such benefits shall be governed by University policy and law of the State of Texas. Vacation leave shall be taken at such time or times agreed upon between Coach and the Director of Intercollegiate Athletics.

C. PERQUISITES

1. Courtesy Vehicle: One courtesy vehicle is assigned to Coach under the terms and conditions contained in a separate Vehicle Assignment Agreement. It is specifically understood and agreed that this perquisite may be withdrawn by the Director of Intercollegiate Athletics at anytime in his/her sole and exclusive discretion.
2. Supplemental Compensation: In the event that the University women's basketball team is selected, during this Employment Contract, for participation in the NCAA post-season tournament, Coach shall receive a supplemental compensation payment of 8.33% of Coach's annual base salary; for participation in the NCAA women's Final 4, Coach shall receive additional supplemental compensation of 8.33% of Coach's annual base salary.
3. Academic Performance Compensation: If, during during the two full semesters (fall and spring semesters) in the adademic year of Coach's annual contract anniversary, the Grade Point Average (GPA) of the women's basketball team is 2.50 or higher and no team members are on academic probation or suspension for the two semester period and all team members have satisfied NCAA satisfactory progress requirements, Coach shall receive additional compensation of 8.33% of Coach's annual base salary.
4. Coaches Appreciation Fund: At the sole and specific discretion of the University President, contributions to the Women's Head Coach in Basketball Appreciation Fund will be transferred to Coach on or before December 15th, annually of each year of this Contract.
5. Complimentary Tickets: During each year of this Contract, Coach shall receive four (4) complimentary seats in the football press box during all Texas Tech home football games; Coach shall receive twenty (20) season tickets for home women's basketball games, including NCAA tournament games (home or away).

6. Summer Camps: Coach, acting as an individual or a private legal entity, may offer a summer camp using University facilities after first receiving written approval by the Director of Intercollegiate Athletics. It is understood that Coach or other University personnel involved will use personal vacation time when preparing for and conducting a private camp and that University facilities, equipment and resources may be used according to the terms and conditions of a separate facility agreement. Such facility agreement must be in writing and signed by both parties before commencement of a summer camp. Coach shall have permission to use the terms "Texas Tech University" and "Lady Raider Basketball" in the description and identification of any summer basketball camp conducted by the Coach, upon approval by the Director of Intercollegiate Athletics.

IV. PERFORMANCE

In the performance of her duties, Coach shall be directly responsible to and under the supervision of the Director of Intercollegiate Athletics. Without limitation of the foregoing, Coach, in the performance of her duties, shall conduct herself at all times in a manner consistent with her position as an instructor of students. The parties agree that, although this Employment Contract is sports related, the primary purpose of the University and this Employment Contract is educative. Thus, the educative purposes of the University shall have priority in the various provisions of this agreement. Coach will follow all applicable University policies and procedures. Coach shall not, either directly or indirectly, breach or countenance the breach of any player or coach subject to her control or supervision of any of the rules and standards of the Southwest/Big 12 Conferences, the National Collegiate Athletic Association (NCAA), youth, collegiate, and master's amateur athletics as well as other associations or agencies to which the Texas Tech University adheres. In this connection, Coach agrees to devote her entire time, labor, effort and attention, in good faith, to conduct and perform the duties commensurate with the position as Head Women's Basketball Coach. Breach of such rules and standards, whether willfull or through negligence, may be subject to disciplinary action and penalties ranging from termination, public or private reprimand to monetary fines or adjustments in compensation as determined by the President following consultation and review with the Director of Intercollegiate Athletics. The provision of this paragraph shall be without prejudice to any right the University may have under Section V of this Agreement.

V.
TERMINATION

A. FOR CAUSE:

The University specifically reserves the right to terminate this Employment Contract without further obligations at any time for cause, such as but not limited to the following: failure or refusal to perform assigned duties; actions detrimental to the University, such as a violation or violations of the governing policies, rules, regulations and procedures of the University, any athletic conference of which the University is a member, or NCAA.

B. INABILITY TO PERFORM:

In the event of the inability of Coach to continue to perform her obligations under this Employment Contract by reason of illness or some other occurrence beyond the control of either party hereto, and such inability to perform has continued or will continue beyond a reasonable period of time, this Employment Contract shall thereupon terminate and all future obligations between the parties hereto shall cease.

C. RESIGNATION OF COACH:

In the event Coach terminates her employment to coach at another NCAA 1-A institution or at a professional level, during the five years of this Agreement as defined herein, Coach shall pay to University, within thirty (30) days of resignation as liquidated damages, in lieu of any and all other legal remedies or equitable relief, the following sums: 100% of the remaining salary for the twelve (12) month period in which the termination occurs; 75% of the following year's salary, if applicable, and 50% of any following year's salary, if applicable.

D. TERMINATION WITHOUT CAUSE:

In addition to the provision set forth above, there is also reserved to the University the right to terminate this Employment Contract without cause at any time. The parties agree that in the event this right to terminate is exercised, the University will pay remaining annual base salaries to Coach in monthly installments as set forth in Section III of this Agreement. Payment shall begin one month after the date of termination. In such event, the University shall not be liable to Coach for any other University benefits, perquisites or any collateral business opportunities, outside income revenues or other benefits associated with Coach's position as coach. For purposes of this paragraph, salary shall be limited to compensation as defined as Base Salary in Section III above.

E. MUTUAL AGREEMENT:

The parties reserve the right to terminate this Employment Contract by mutual agreement. In the event the right to terminate pursuant to this paragraph is exercised, all liability of the parties shall cease effective the date of termination.

F. NON-COMPETE CONSIDERATION:

Coach acknowledges that during the term of employment by University she will gain confidential information concerning the University athletic program and that the use of this confidential information by a Conference opponent would place the University's athletic program at a serious competitive disadvantage. Accordingly, Coach expressly promises and agrees not to engage in employment with another Big 12 Conference school or any other Conference in which University is a member in any coaching capacity during the period of this agreement. In the event Coach breaches this Employment Contract by accepting coaching-related employment with any Conference school during the term of this agreement, Coach agrees that the liquidated damages as defined in Section V., Paragraph C., shall not be considered sufficient to mitigate against loss. Coach further agrees that because the services Coach is to render under this contract are of a special, unique, unusual, extraordinary and intellectual character which gives those services peculiar value, the loss to the University of which cannot be reasonably or adequately compensated in damages in an action of law, and because said breach would place University at significant competitive disadvantage, the University shall have the right to obtain from any court such equitable, injunctive, or other relief as may be appropriate, including a decree enjoining Coach from performing coaching-related services for any Conference school.

VI.
OUTSIDE INCOME

Coach shall receive written approval from the University President prior to entering into any agreement for all athletically-related income and benefits from sources outside the University.

Coach shall annually report in writing all athletically-related income and benefits from sources outside the University (including but not limited to, income from annuities; sports camps; housing benefits; automobile benefits; television and radio programs; and endorsement or consultation contracts with athletic shoes; apparel or equipment manufacturers) through the Director of Intercollegiate Athletics to the University President.

University agrees to adjust Coach's annual Base Salary as designated in Section III if University contracts with athletics related outside income

sources that compete directly with Coach's outside income sources or consulting agreements, and as result, Coach's outside sources or consulting agreements are terminated. The outside income protection compensation adjustments shall be limited to the amount of Coach's competing outside income source at the time of such termination plus Ten Percent (10%) of that amount. The outside income protection compensation adjustment to the Base Salary shall be one time only in the anniversary year of the competing occurrence.

VII. PUBLIC APPEARANCES

Coach shall make no public appearance, either in person or by means of radio or television, or willingly allow the use of her name in connection with her relationship to the University when any such appearance or use of name will result in unfavorable reflection upon the University. Coach will neither participate in, nor allow her name to be used in connection with, any particular athletic equipment and/or commercial activity wherein Coach will receive remuneration for such participation or use unless Coach first shall have received written consent therefore from the Director of Intercollegiate Athletics. Endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers must be reviewed and approved by the Director of Intercollegiate Athletics before Coach can execute such an agreement.

VIII. REPRESENTATIONS

It is mutually understood that this Employment Contract contains all of the terms and conditions to which the parties have agreed and that no other understandings or representations, either oral or written, unless referenced in the preceding paragraphs, regarding the subject matter of this Employment Contract shall be deemed to exist or to bind the parties hereto and that any modification, amendment or addendum to this Employment Contract shall only be by written instrument signed by each party hereto.

IX. INTERPRETATION

No provision or part of this Agreement which shall prove to be invalid, void or illegal shall in any way affect, impair or invalidate any other provision or part, and such other provision and parts shall remain in full force and effect.

X.
APPLICABLE LAW


This Employment Contract is made and entered in the State of Texas, the laws of Texas shall govern its validity and interpretation and the performance by the parties of their respective duties and obligations under this Employment Contract.

Coach has been advised to have this Agreement reviewed by counsel familiar with employment agreements before agreeing to the terms and conditions contained herein.


IN WITNESS WHEREOF, the parties hereto shall consider this Employment Contract to be effective on the 15th day of MARCH, 1996.



MARSHA SHARP 3-5-96
Date



ROBERT L. BOCKRATH 3-5-96
Director of Intercollegiate Athletics Date



TEXAS TECH UNIVERSITY 3/5/96
By: Date

President

NO.	
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03.02. Naming of University Buildings and Facilities

1. The naming of buildings, auditoriums, rooms, laboratories, streets, athletic fields, land masses, and other facilities on the Texas Tech University campus and its outlying campuses shall be reserved to the Board of Regents for final approval.
2. *Academic Buildings* shall be named on the basis of the major academic use of the building. All new buildings should be named, wherever practicable, by the time the preliminary architects drawings are approved. Any name changes of existing buildings should be determined as far as possible ahead of occupancy.
3. *Residence Halls* may be named for a person, provided the individual is not actively connected with Texas Tech University at the time the building is named.
4. *Sub-units of Buildings* (Auditoriums, Offices, Reading Rooms, Libraries, Conference Rooms, Laboratories, etc.) may be named after an individual who, as an employee, has provided exemplary service to Texas Tech University or who, as a volunteer, has avidly pursued a program of excellence of a department, school, college, or for Texas Tech University. An individual, foundation, or corporation wishing to expand the facilities of Texas Tech University may have an area named after the donor provided ~~ninety (90) percent~~ **fifty (50) percent** of the designated area and/or equipment therein is provided by the donor.
5. *Streets and Designated Landscape Areas of the Campus* may be named after individuals or groups of individuals who have brought honor and distinction to the institution.
6. *Athletic and Recreational Facilities or Areas* may be named after a donor(s) or family who wish to donate a substantial contribution toward the cost of the project ~~(normally a minimum of 90 percent)~~ **(normally a minimum of 50 percent)**.
7. In no case shall a campus site, structure or facility bear the name of more than two (2) individuals or one foundation or corporation.
8. In the case of sub-units of buildings, the President is authorized to approve the naming of such units with the concurrence of the Board of Regents.
9. All designations involving the above to be named for individuals, foundations, and corporations must receive final approval from the Board of Regents before said designation can be announced.
10. Exceptions to the above sections may be made by the Board of Regents when it is determined that a building should be named for a major donor or other person deserving special attention.

03.02. Naming of University Buildings and Facilities

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5. *Streets and Designated Landscape Areas of the Campus* may be named after individuals or groups of individuals who have brought honor and distinction to the institution.
6. *Athletic and Recreational Facilities or Areas* may be named after a donor(s) or family who wish to donate a substantial contribution toward the cost of the project (normally a minimum of 50 percent).
7. In no case shall a campus site, structure or facility bear the name of more than two (2) individuals or one foundation or corporation.
8. In the case of sub-units of buildings, the President is authorized to approve the naming of such units with the concurrence of the Board of Regents.
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10. Exceptions to the above sections may be made by the Board of Regents when it is determined that a building should be named for a major donor or other person deserving special attention.

PRESIDENT'S REPORT

Thank you Mr. Chairman. It is gratifying to know that I have set a new world record for interim appointments, and I appreciate that. I want to thank each and every one of you for the opportunity I have had to serve as interim president for the past five and a half months. I want to also thank all of those who in the administration, faculty and staff supported me. Certainly, I could not have been able to have done that without their support - all of those on the President's Executive Council, all of the deans, all of the staff of the President's office as a matter of fact, all of the support staff that worked with me in making these things happen. I appreciate the opportunity and the support that I have had.

What I would like to do very briefly is review for you some of the goals we set for ourselves during the interim period as well as some of the actions that we have taken in trying to satisfy some of the goals we set out. The first goal was to try to find ways to direct a higher percentage of our resources into the primary mission of the university, which is teaching and research. As a result of that, as you are aware, another one million dollars was invested in departmental operating expense in the academic departments. We have budgeted an additional two million dollars to accelerate the networking of our campus and have that technology infrastructure in place by the year 1997 instead of 1999. We have established a quasi-endowment for a million dollar scholarship program for the honors program, and we have invested another two million dollars for libraries support. The second thing that I was concerned about was the recruiting effectiveness. We have indeed addressed that issue as well. We have enhanced the budget for our office of new student relations and we are in the process now and hope to have in place by September some recruiting centers. One center will be located in the Dallas-Fort Worth metroplex, and one will be in the Houston area. I think that we should have these in place in September. We are considering now the establishment of a third recruiting center in central Texas in the Austin-San Antonio area. I think that this is going to go a long way in helping us to recruit during a time when most students need to stay home due to financial constraints. This could have an impact on our enrollment. I think that this increase recruiting effectiveness could help us at least to offset that problem. Another thing we are doing is to step up the priority for scholarship endowment in the capital campaign. It does not mean really that we are looking any less towards the establishment of chairs and the establishment of professorships. I think that it is important that we have more on the same level the establishment of endowment for student scholarships. That leads to the next point. During the interim period, I tried to maintain the momentum of the capital campaign. I think that we have been able to do that as well. I have worked very closely with people in the development office. We have set some priorities and begun to develop a (case statement) for the development campaign. I have also had the opportunity personally to visit with approximately 20 major donor prospects. I have to tell you that I have been extremely gratified by the reception we have had from these people. Many of whom have never been contacted since they left Texas Tech University. At least in one case, I am aware of someone that left in the 1930s. The fourth thing that we wanted to do is to see what we could do to improve relations with all of our external constituents. I think that this is particularly with alumni. I have had a really pleasant opportunity to visit with nine of our ex-students chapters across the state. I have had President's Council representatives in four different locations and made a large numbers of presentations to community groups and civic clubs. I think that our image now is a good one, and we have good support from the external sector. Finally, I have been working with the President's Executive Council and the deans to prepare legislative appropriations request. We have done that. My job primarily was to try to prioritize some of the special items that we requested. We worked out a deal with Senator Montford for him to carry some of these right through for us. I am assuming Senator that you will still be able to do that. We have done something really for the first time in this session. I have worked with the Chancellors at the University of Texas, Texas A&M, the University of Houston, and the University of North Texas. We are going to be putting together a overall higher education strategy for our presentation to the legislature this year. I hope that will have some impact, at least in some areas in which we can all agree on the needs of higher education.

Let me close by mentioning a couple of things. I think that certainly the opportunities we have in the Big 12 are ones that we all recognize, but we can not say enough. I think that it is not only an opportunity for our athletic teams, but it is an opportunity for the university as a whole. It is an opportunity for academic programs as well. While the visibility is going to be provided by our athletic presence in the Big 12, I think it will also create a presence in many different states for Texas Tech that we have not had. I fully expect that our academic recruiting in these states will become easier, and I hope we place some emphasis on recruiting some of the outstanding students out of state that normally would not have known about Texas Tech.

Finally, I want to announce that we have completed this year something that Dean Curl has been working on for at least 12 years. The establishment of the (Plant Stress and Water Conservation laboratory). Congress has dribble out funds for this laboratory since 1990, and Congressman Combest was here yesterday to present this check for \$8.1 million which will complete the support for that Water Conservation and Plant Stress Laboratory. I just wanted to have the opportunity to say thank you to Sam Curl who's tenacity and perseverance for this for over twelve years has finally lead to the completion of the funding for this project which is going to be extremely valuable to our research efforts at Texas Tech.

Overall, I think things look good, and I am excited about the opportunity to move ahead with a new administrative structure, and we need to recall the famous philosopher Yogi Bera once said, "Most of the future is ahead of us."

Thank you, Mr. Chair.

TEXAS TECH UNIVERSITY
Lubbock, Texas

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TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Teaching Appointments
March 16, 1996 to June 30, 1996

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Brumfield, Susan H. Assistant Professor	Music	9/1/96 - 5/31/97
Feng, Du Assistant Professor	Human Development and Family Studies	9/1/96 - 5/31/97
Hamidzadeh, Babak Assistant Professor	Computer Science	9/1/96 - 5/31/97
Harrell, Alvin C. Visiting Professor	Law	6/1/96 - 7/15/96
Harris, Steve M. Assistant Professor	Human Development and Family Studies	9/1/96 - 5/31/97
Hughes, Thomas E. Assistant Professor	Music	9/1/96 - 5/31/97
King, Terry B. Assistant Professor	Music	9/1/96 - 5/31/97
Kirby, Eric G. Visiting Assistant Professor	Business Administration	9/1/96 - 5/31/97
Kirby, Susan L. Visiting Assistant Professor	Business Administration	9/1/96 - 5/31/97

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Latterell, Catherine G. Assistant Professor	English	9/1/96 - 5/31/97
Maqusi, Mohammad Visiting Professor	Electrical Engineering	9/1/96 - 5/31/97
Mengel, Susan A. Assistant Professor	Computer Science	9/1/96 - 5/31/97
Sanchez, Alfonso Assistant Professor	Education, Nutrition, and RHIM	7/16/96 - 5/31/97
Selber, Stuart A. Assistant Professor	English	9/1/96 - 5/31/97
Sharpe, Paul C. Assistant Professor	Music	9/1/96 - 5/31/97
Tempkin, Bharti H. Assistant Professor	Computer Science	9/1/96 - 5/31/97
Tissue, David T. Assistant Professor	Biological Sciences	9/1/96 - 5/31/97
Tremaglio, Richard Visiting Associate Professor	Architecture	4/1/96 - 5/3/96
Turley, Hans W. Assistant Professor	English	9/1/96 - 5/31/97
Verdi, Michael P. Assistant Professor	Education	9/1/96 - 5/31/97
Wallace, Mark C. Assistant Professor	Range, Wildlife, and Fisheries Management	7/15/96 - 8/31/96

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Wilcox, Dean R. Assistant Professor	Theatre and Dance	9/1/96 - 5/31/97
Zebb, Barbara J. Assistant Professor	Psychology	9/1/96 - 5/31/97

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Teaching Retirements,
Resignations and/or Terminations
March 16, 1996 to June 30, 1996

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Ater, Elizabeth C. Associate Professor	Merchandising, Environmental Design, and Consumer Economics	5/31/96
Beverly, Joseph L. Assistant Professor	Education, Nutrition, and RHIM	5/31/96
Blackshaw, Alan W. Visiting Professor	Animal Science and Food Technology	7/26/96
Blackshaw, Judith K. Visiting Professor	Animal Science and Food Technology	7/26/96
Brown, Robert K. Assistant Professor	Economics and Geography	4/16/96
Cardinal, Laura B. Visiting Assistant Professor	Business Administration	5/31/96
Christian, Aubry D. Associate Professor	Education	5/31/96
DeSanto, Barbara J. Assistant Professor	Mass Communications	5/31/96
Dura, Marian T. Visiting Assistant Professor	Music	5/31/96

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Eassa, Elaine E. Visiting Assistant Professor	Psychology	5/31/96
Follows, Arthur G. Associate Professor	Music	5/31/96
Harrell, Alvin C. Visiting Professor	Law	7/15/96
Homan, Jacqueline A. Visiting Assistant Professor	Biological Sciences	7/15/96
Jaw, Jiunn-Jyh Assistant Professor	Mass Communications	5/31/96
Koeller, Shirley A. Associate Professor	Education	8/31/96
Kuethé, Lourdes R. Visiting Assistant Professor	Classical and Modern Languages and Literatures	8/31/96
Moon, Marvin L. Associate Professor	Art	5/31/96
Ronshausen, Nina L. Associate Professor	Education	4/30/96
Rooze, Gene E. Professor	Education	5/31/96
Toney, Sharon K. Visiting Assistant Professor	History	5/31/96
Tremaglio, Richard Visiting Associate Professor	Architecture	5/3/96

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Vourtsanis, Yiannis Assistant Professor	Mathematics	5/31/96

Correction to:

04.10. Intellectual Property Policy

1. Statement of Basic Philosophy and Objectives.

It is recognized that research and scholarship on the part of members of the faculty, staff and students of Texas Tech University (hereinafter referred to as TTU) will result in inventions, manuscripts, or other products that are potentially marketable. It is the policy of the Board of Regents to encourage scholarly activity without regard to potential gains from royalties and other forms of income; however, all TTU policies governing patentable or copyrightable inventions, publications, or other marketable products will provide adequate recognition and incentives to sponsors, inventors, assignees, and authors, and at the same time, assure that TTU's duty to serve the public interest will be served.


2. General Policy.

The Intellectual Property Policy, as adopted, shall apply to all persons employed by the component faculties of TTU, all students of TTU, and to anyone using TTU facilities or under the supervision of TTU personnel. Every employee, faculty, staff, or student is expected to be aware of TTU policies regarding such copyright or patentable developments or discoveries and agrees to accept and abide by them as a condition of employment or enrollment.

It is the intent of this policy to foster the traditional freedoms of the TTU faculty, staff and students in matters of publication and invention, through a fair and reasonable balance of the equities among authors, inventors, sponsors and TTU. The purpose of the policy is to outline the respective rights that members of the faculty, staff and students have in intellectual materials created while they are affiliated with TTU.

As a public institution, TTU is entrusted with the responsibility to facilitate application of scientific, technical and intellectual endeavors of its faculty and staff for public use and to provide for an equitable disposition of interests among the authors and inventors, TTU, and where applicable, the sponsoring or contracting funding source.

3. Classification of Intellectual Property.

- 
- a. The patentable or copyrightable product is not related to the individual's employment responsibility and has resulted from the individual's efforts solely on his own time, with no TTU support or use of TTU facilities.
 - b. The patentable or copyrightable product has resulted from research or other activities performed by the individual utilizing less than a substantial level of direct support from TTU.
 - c. The patentable or copyrightable product has resulted from research or other activities performed by the individual utilizing a substantial level of direct support from TTU in excess of the customary use of TTU facilities and personnel.
 - d. The patentable or copyrightable product has resulted from research, in whole or in part, supported by a grant or contract with any government or governmental agency, federal, state or local, nonprofit foundation or commercial, corporate or for-profit organization of any kind whatsoever.

4. Ownership - - Basic Policy.

- a. TTU claims no ownership in copyrightable and patentable works under category 3. a.

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

MARCH 1, 1996 THROUGH MAY 31, 1996

Project Activity	Amount	Source of Funds
Field Evaluation of NIOSH Lifting Equations	204,388	DOC ID #ES05190; Dept. of Health & Human Services/NIOSH/Centers for Disease Control and Prevention
CSU/TTU Cooperative Wind Engineering Program	174,856 rvsd 540,528	DOC ID #LM03223; National Science Foundation; CMS-9409869-002; CFDA #47.041
New Polymers and Extractants for Plutonium Separations	131,750	DOC ID #LM03619; Texas Engineering Experimental Station; Sub-contract #47562; Amendt #4; CFDA #81.000
Technology Manufacturing Assistance Center	420,000	DOC ID #LM04047; Texas A&M University; Amendment #1; Subcontract thru TX Dept Commerce from U.S. Dept of Commerce #11.611
Project Management	612,485	DOC ID #ES05990; University of Texas at Austin UTA95-0206; Amendt #5; CFDA #81.000
Electronic Archives for Plutonium Information	612,485 rvsd 792,825	DOC ID #ES05991; Subacct of 1350-44-9853; Project Management
Radiant Tin II	156,063	DOC ID #ES04205; Johns Hopkins University; Applied Physics Laboratory; CFDA #12.000
Preparing for the Year 2020 in the College of Ag Sciences & Natural Resources	150,055	DOC ID #ES05239; Texas Agricultural Experiment Station; Prime grant #P0036603; fr WW Kellogg Foundation
Multigrid Algorithm for Computational Fluid Dynamics (Chrysler)	111,206	DOC ID #ES05494; Private - Chrysler Corp Project 2002594; 2nd increment of 2-year award
Transgenic Cotton	200,000	DOC ID #ES05386; Levelland Delinting, Inc.
Molecular Mapping of Drought Resistance in Rice	200,000	DOC ID #ES05196; Rockefeller Foundation; RF 96001 #428

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>Quarters I, II & III</u>	<u>Last Year</u> <u>Quarters I, II & III</u>
(a) Commercial Airfare	\$ 918,611.61	\$ 871,179.39
(b) Personal Auto Mileage	124,350.20	124,399.76
(c) Automobile Rental	178,176.24	146,931.40
(d) Per Diem (In-State)	405,523.99	299,087.67
(e) Meals and Lodging (Out-of-State)	577,756.02	486,875.60
(f) All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	<u>484,127.26</u>	<u>424,940.77</u>
Sub-Total	<u>\$2,688,545.32</u>	<u>\$2,353,414.59</u>
(g) Intercollegiate Athletic Team/ Student Group Travel*	<u>1,110,499.81</u>	<u>1,427,152.78</u>
Totals	<u>\$3,799,045.13</u>	<u>\$3,780,567.37</u>

II. Percent of total travel cost incurred by purpose for Quarters I, II & III 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	.40	2.65	.63	3.68
(b) Required for research project	1.95	1.69	.45	4.09
(c) Attendance at professional meeting, workshop, conference, seminar, etc.	28.78	35.25	4.57	68.60
(d) To perform official business and duties	10.57	6.45	.94	17.96
(e) Multi-purpose meeting/paper	<u>1.25</u>	<u>3.84</u>	<u>.58</u>	<u>5.67</u>
Totals	<u>42.95</u>	<u>49.88</u>	<u>7.17</u>	<u>100.00</u>

*Includes travel expenditures for the Copper Bowl in 1996 and the Cotton Bowl in 1995.

III. Cities traveled to and number of trips (5,461) for the purposes shown in Section II and for Quarters I, II & III:

- (a) In-State : Dallas/Fort Worth (804); Austin (591); West Texas Area (547); Houston (334); San Antonio (210); Amarillo (182); El Paso (128); College Station (82); Midland/Odessa (59); Sierra Blanca (30); Others (503).
- (b) Out-of-State : New Orleans (108); Washington, D.C. (99); Albuquerque (80); Chicago (75); Atlanta (67); New York (57); St. Louis (55); Orlando (50); Denver (43); Oklahoma City (42); Kansas City (40); Boston (39); San Diego (37); Phoenix (33); Santa Fe (32); Nashville (31); Las Vegas (29); Portland (28); Tucson (27); San Francisco (25); Others (867).
- (c) Out-of-Country: Puebla, Mexico (15); Mexico City, Mexico (11); Oaxaca, Mexico (10); Vancouver, Canada (8); London, England (5); Paris, France (3); Puerto Vallarta, Mexico (3); Christ Church, New Zealand (3); Sao Paulo, Brazil (2); Edmonton, Canada (2); Addis Ababa, Ethiopia (2); Stuttgart, Germany (2); Wilhelmshaven, Germany (2); Amritsar, India (2); Guanajuato, Mexico (2); Monterrey, Mexico (2); El Verde, Puerto Rico (2); San Juan, Puerto Rico (2); Moscow, Russia (2); Valencia, Spain (2); Geneva, Switzerland (2); Stracholissia, Ukraine (2); Hanoi, Vietnam (2); Harare, Africa (1); Brisbane, Australia (1); Purth, Australia (1); Sydney, Australia (1); Vienna, Austria (1); Gent, Belgium (1); Banff, Canada (1); Calgary, Canada (1); Toronto, Canada (1); Victoria, Canada (1); Santiago, Chile (1); Beijing, China (1); Taipei, China (1); Havana, Cuba (1); Birmingham, England (1); Berlin, Germany (1); Bremen, Germany (1); Frankfort, Germany (1); Oberwohlfach, Germany (1); Milan, Italy (1); Bicenza, Italy (1); Kyoto, Japan (1); Tokyo, Japan (1); Chihuahua, Mexico (1); Cuernavaca, Mexico (1); Morelos, Mexico (1); Amsterdam, Netherlands (1); Groningen, Netherlands (1); Auckland, New Zealand (1); Honefoss, Norway (1); Manila, Philippines (1); Rio Piedras, Puerto Rico (1); Bucharest, Romania (1); St. Petersburg, Russia (1); Huelva, Spain (1); Madrid, Spain (1); Seville, Spain (1); Chilton, United Kingdom (1); Oxfordshire, United Kingdom (1).

TEXAS TECH UNIVERSITY
Summary of Revenues by Budget Category - Fiscal Year 1996
May 31, 1996

Info. Item #3

	Current Budget	Historical Norm	Year-to-Date Actual	Actual to Historical Norm Over(Under)	Actual %	Historical %
EDUCATIONAL AND GENERAL						
General Revenue	\$ 85,275,962	\$ 64,325,454	\$ 63,458,315	\$ (867,139)	74.42%	75.43%
TASP Funds-Special Appropriation	158,396	71,385	158,396	87,011	100.00%	45.07%
Tuition, net	18,796,824	18,518,249	19,491,076	972,827	103.69%	98.52%
Fees	1,094,480	1,039,181	1,120,311	81,130	102.36%	94.95%
Sales and Services	66,073	43,982	70,654	26,672	106.93%	66.57%
Indirect Cost, net	1,998,987	1,182,576	1,627,992	445,416	81.44%	59.16%
Organized Activities	182,548	164,965	181,189	16,224	99.26%	90.37%
Extension Courses	702,725	620,785	705,808	85,023	100.44%	88.34%
Time Deposit Interest	1,083,675	1,602,259	1,916,792	314,533	176.88%	147.85%
Miscellaneous	57,312	35,646	125,142	89,496	218.35%	62.20%
HEAF	16,887,085	12,665,314	12,665,314	0	75.00%	75.00%
Graduate Tuition	3,354,572	3,016,658	3,072,448	55,790	91.59%	89.93%
Authorized Carryforwards	9,205,360	9,205,360	9,205,360	0	100.00%	100.00%
TOTAL EDUCATIONAL AND GENERAL	\$ 138,863,999	\$ 112,491,814	\$ 113,798,797	\$ 1,306,983	81.95%	81.01%
DESIGNATED FUNDS						
General Designated-Pledged	\$ 38,696,769	\$ 34,624,151	\$ 35,432,231	\$ 808,080	91.56%	89.48%
General Designated-Unpledged	31,296,898	31,461,164	30,772,224	(688,940)	98.32%	100.52%
Designated Service Departments	19,463,123	12,906,203	13,492,052	585,849	69.32%	66.31%
Authorized Carryforwards	4,860,374	4,860,374	4,860,374	0	100.00%	100.00%
TOTAL DESIGNATED FUNDS	\$ 94,317,164	\$ 83,851,892	\$ 84,556,881	\$ 704,989	89.65%	88.90%
AUXILIARY FUNDS						
Pledged Auxiliary Funds	\$ 50,367,680	\$ 41,943,317	\$ 41,561,862	\$ (381,455)	82.52%	83.27%
Authorized Carryforwards	1,143,401	1,143,401	1,143,401	0	100.00%	100.00%
TOTAL AUXILIARY FUNDS	\$ 51,511,081	\$ 43,086,718	\$ 42,705,263	\$ (381,455)	82.91%	83.65%
CURRENT RESTRICTED FUNDS						
CONTRACTS, GRANTS, AND GENERAL						
Federal Programs	\$ 10,619,100	\$ 7,073,667	\$ 7,293,185	\$ 219,518	68.68%	66.61%
State Programs	1,856,800	749,277	1,216,887	467,610	65.54%	40.35%
Private Programs	12,325,700	10,901,359	11,357,468	456,109	92.14%	88.44%
TOTAL CONTRACTS, GRANTS, AND GENERAL	\$ 24,801,600	\$ 18,724,303	\$ 19,867,540	\$ 1,143,237	80.11%	75.50%
STUDENT AID						
Federal Financial Aid	\$ 8,300,000	\$ 4,838,648	\$ 5,300,426	\$ 461,778	63.86%	58.30%
Scholarships and Fellowships	2,463,100	1,435,578	1,859,350	423,772	75.49%	58.28%
TOTAL STUDENT AID	\$ 10,763,100	\$ 6,274,226	\$ 7,159,776	\$ 885,550	66.52%	58.29%
TOTAL CURRENT RESTRICTED FUNDS	\$ 35,564,700	\$ 24,998,529	\$ 27,027,316	\$ 2,028,787	75.99%	70.29%
TOTAL REVENUES	\$ 320,256,944	\$ 264,428,953	\$ 268,088,257	\$ 3,659,304	83.71%	82.57%

TEXAS TECH UNIVERSITY
Summary of Expenditures by Budget Category - Fiscal Year 1996
May 31, 1996

	Current Budget	Historical Norm	Year-to-Date Actual	Actual to Historical Norm Over(Under)	Actual %	Historical %
EDUCATIONAL AND GENERAL						
General Administration	\$ 5,432,003	\$ 3,367,641	\$ 2,947,290	\$ (420,351)	54.26%	62.00%
General Institutional Expense	1,718,355	500,572	390,918	(109,654)	22.75%	29.13%
Staff Benefits	5,051,109	2,216,960	1,651,235	(565,725)	32.69%	43.89%
OASI	1,566,984	142,219	158,242	16,023	10.10%	9.08%
Faculty Salaries	50,968,478	40,325,875	39,958,708	(367,167)	78.40%	79.12%
Departmental Operating Expense	8,161,004	5,705,125	5,663,949	(41,176)	69.40%	69.91%
Instructional Administration	3,173,495	2,118,901	2,141,339	22,438	67.48%	66.77%
Library	2,692,628	1,944,839	2,461,848	517,009	91.43%	72.23%
Organized Research	2,155,527	1,310,128	833,935	(476,193)	38.69%	60.78%
Physical Plant	8,910,199	5,587,758	5,759,864	172,106	64.64%	62.71%
Purchased Utilities	10,180,539	6,470,290	5,781,957	(688,333)	56.79%	63.56%
Scholarships	190,848	188,912	111,002	(77,910)	58.16%	98.99%
Special Items	5,050,420	3,178,629	2,823,531	(355,098)	55.91%	62.94%
International Cultural Center	975,811	214,929	90,926	(124,003)	9.32%	22.03%
West Texas Legal Resource Center	3,132,026	2,340,194	2,250,809	(89,385)	71.86%	74.72%
Bond Retirement	4,384,902	2,749,168	3,194,978	445,810	72.86%	62.70%
Other	2,845,050	1,075,973	1,325,629	249,656	46.59%	37.82%
HEAF	18,158,635	2,080,961	2,625,674	544,713	14.46%	11.46%
Graduate Tuition	4,115,986	3,331,647	2,712,361	(619,286)	65.90%	80.94%
TOTAL EDUCATIONAL AND GENERAL	\$ 138,863,999	\$ 84,850,721	\$ 82,884,195	\$ (1,966,526)	59.69%	61.10%
DESIGNATED FUNDS						
General Designated-Pledged	\$ 40,576,841	\$ 23,601,315	\$ 23,796,567	\$ 195,252	58.65%	58.16%
General Designated-Unpledged	33,284,023	29,632,042	30,344,333	712,291	91.17%	89.03%
Designated Service Departments	20,456,300	13,756,465	13,426,781	(329,684)	65.64%	67.25%
TOTAL DESIGNATED FUNDS	\$ 94,317,164	\$ 66,989,822	\$ 67,567,681	\$ 577,859	71.64%	71.03%
AUXILIARY FUNDS						
Pledged Auxiliary Funds	\$ 51,511,081	\$ 38,732,459	\$ 38,142,085	\$ (590,374)	74.05%	75.19%
TOTAL AUXILIARY FUNDS	\$ 51,511,081	\$ 38,732,459	\$ 38,142,085	\$ (590,374)	74.05%	75.19%
CURRENT RESTRICTED FUNDS						
CONTRACTS, GRANTS, AND GENERAL						
Federal Programs	\$ 10,619,100	\$ 7,866,372	\$ 8,829,565	\$ 963,193	83.15%	74.08%
State Programs	1,856,800	858,401	976,213	117,812	52.58%	46.23%
Private Programs	12,325,700	8,286,201	9,102,054	815,853	73.85%	67.23%
TOTAL CONTRACTS, GRANTS, AND GENERAL	\$ 24,801,600	\$ 17,010,974	\$ 18,907,832	\$ 1,896,858	76.24%	68.59%
STUDENT AID						
Federal Financial Aid	\$ 8,300,000	\$ 8,019,885	\$ 8,486,419	\$ 466,534	102.25%	96.63%
Scholarships and Fellowships	2,463,100	2,408,756	2,533,762	125,006	102.87%	97.79%
TOTAL STUDENT AID	\$ 10,763,100	\$ 10,428,641	\$ 11,020,181	\$ 591,540	102.39%	96.89%
TOTAL CURRENT RESTRICTED FUNDS	\$ 35,564,700	\$ 27,439,615	\$ 29,928,013	\$ 2,488,398	84.15%	77.15%
TOTAL EXPENDITURES	\$ 320,256,944	\$ 218,012,617	\$ 218,521,974	\$ 509,357	68.23%	68.07%
NET REVENUES OVER (UNDER)	\$ 0		\$ 49,566,283			

AGREEMENT

The Agreement, made and entered into this 9th day of May, 1996, by and between CITY TRANSIT MANAGEMENT COMPANY, INC. (hereinafter referred to as the "Company"), TEXAS TECH UNIVERSITY AND TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER at Lubbock, Texas (hereinafter referred to as the "University"), and the CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the parties hereto are aware of the traffic and parking problems on the campus of the University as it relates to the expanding campus and the increasing number of commuting students, staff, and faculty of the University; and

WHEREAS, the above named parties are desirous of relieving some of the traffic congestion and expediting transit between areas in and immediately adjacent to said University campus; and

WHEREAS, City executed a management contract with McDonald Transit Associates, Inc., dated June 10, 1993, in which the City became obligated to provide capital assets reasonably required for the operation of the public transportation system of the City, and McDonald agreed to provide management and advisory services for the system and to maintain the Company to employ the individuals necessary to operate the system; and

WHEREAS, the Agreement embodies the intention and resolution of the above named parties:

NOW, THEREFORE WITNESSETH THIS AGREEMENT:

I

Term

It is agreed and understood by and between the parties hereto that a University bus service utilizing approximately thirteen (13) buses will be provided by the Company during the period beginning September 1, 1996, and terminating on August 31, 1997, provided, however, that either the Company or the University may terminate said bus service upon thirty (30) days' written notice delivered to the other party by registered mail.

II

Bus Operations

With respect to bus operations, Company and University agree that the following conditions shall apply:

- A. Company will furnish buses having a seating capacity (Manufacture rated) of not less than 37 with driver-operated front and side doors. The Company will provide the necessary personnel to service the route or routes designated by the University during the period specified in the preceding Paragraph I of this Agreement. The number of buses and the operating periods will be subject to continuous review, and the University will advise Company with regard to its needs and with respect to any changes in the number of buses and/or

operating periods; subject to equipment availability, said changes will be instituted by Company within five (5) days after receipt of written notice from University. Initial service, commencing on September 1, 1996, shall be on a schedule provided by the University prior to that date.

- B. In the event that it develops during any portion of the period first specified in Paragraph I hereinabove, that a change in or extension of a route, removal of a route, or addition of a new route is necessary or desirable, Company shall make such changes or extensions of a route or routes, shall remove a route, or shall add a new route upon University's request. The changes to be made by Company, therefore, shall be upon the basis, and shall be subject to the conditions and limitations, as are set forth in Subparagraph E of this Paragraph hereinbelow. Also, in the event it develops during said period that an additional bus or buses are required in order to meet the demand for said bus service during any operating period or periods, Company, if it is able to provide same, at the University's written request, shall provide such additional bus or buses for said service during said operating period or periods upon the same basis, as is set forth hereinabove. University shall have the right to terminate any such changes, extensions, or new routes upon five (5) days' written notice to the Company.
- C. Buses shall stop to receive or discharge the passengers entitled to use, and using, bus service at such points as shall be agreed upon from time to time during said periods, between Company and University, and University will identify the points at which stops will be made by said buses. Acceptable markers will be provided by the Company.
- D. Company will exercise due diligence to adhere to the time schedules hereinabove referred to, but minor deviations therefrom due to variations in traffic, weather or load conditions shall not be deemed to be a default hereunder.
- E. All revenues received by the Company pursuant to the Agreement shall be and remain from the time of the Company's receipt thereof the property of the City, and the treatment of such revenues, including the banking thereof, and the accounting therefore, shall be as directed by the Director of Transportation of the City. Company shall not collect fares from its passengers, but shall charge University for providing said bus service the sum of Thirty-two and 40/100 Dollars (\$32.40) per hour base rate for the academic year (1996-1997) for each bus used in said service, and Company shall endeavor to provide a minimum of 15,000 hours of transportation service to the University each academic year. Such charges shall be adjusted each month to reflect any change above or below the monthly average of the actual price paid per gallon of fuel in that month by Company on a base figure of \$1.05 per gallon. The adjustments shall be based on fuel consumption of 2.5 gallons per hour of operations per vehicle and shall be accomplished according to the following formula:

Adjusted Hourly Rate per Vehicle = Base Rate + (2.5 x Fuel Cost Above \$1.05 per Gallon)

OR

Adjusted Hourly Rate per Vehicle = Base Rate - (2.5 x Fuel Cost Below \$1.05 per Gallon)

Company shall submit an invoice at the end of each month showing the amount due for service provided. Contemporaneously therewith, Company will present University with a billing at the close of operations on the last day of each month. Such bill to be paid as promptly as possible in usual course of University business. The Company will provide income and expense statement at the end of contract period.

III.

Supplement Bus Service

In addition to the scheduled bus service over specified routes as provided for in Paragraph II hereinabove, Company shall furnish such other supplemental service, if equipment is available, for the transportation within fifty (50) miles of the City limits of such special groups as may be designated by University. Such supplemental service shall be furnished by Company at any time during the hours from 7:00 a.m. to 11:30 p.m., upon receipt of three (3) days' written notice from the University. Company will charge University for providing said supplemental service the sum specified in Subparagraph E of Paragraph II hereinabove, for each bus used in said service. Billing periods and reports of operation shall be submitted in accordance with the provisions of Subparagraph E of Paragraph II hereinabove, and subject to Paragraph II, Subparagraphs A and B.

IV.

Publicity

University will undertake and conduct a program designed to publicize the existence of said bus service and to acquaint its staff members and students with the availability of the same during the period in which it is provided in accordance with and under the Agreement. The Company will provide appropriate timetables for the convenience of students. The Company will also provide students with pocket-sized campus maps and place an advertisement in the University Daily at the beginning of the Fall Semester. The Company will obtain the University's approval of any advertisements before placing them in the buses used on campus.

V.

Service Provided

Company will provide and use at all times, buses that are in good and safe mechanical condition, and are also in reasonably clean condition, and will also provide competent and duly licensed drivers by whom said buses shall be driven, and Company will assume full and complete responsibility for the condition of said buses and the qualifications and competence of their drivers at all times, and University assumes no obligations whatsoever for either of the same.

VI.

Independent Contractor Relationship

In providing and furnishing said bus service during the term hereof, Company shall act solely in the capacity of and as an independent contractor, and not as an agent or employee of the University, and University shall have no control over Company's operations in connection with providing said service except as hereinabove provided and University shall have no control or supervision whatever over the drivers of the buses used in said service who shall be employed by Company. Said drivers shall not constitute agents or employees of University, and shall be subject solely to Company's supervision and control.

VII.

Insurance and Risk

- A. It is recognized by the parties hereto that Company and the City of Lubbock, Texas, have entered into an Agreement for the purpose of Company providing transportation services in and around the City of Lubbock, including the University. That under said Agreement, the Company carries and keeps in force an insurance policy insuring both City and Company against liability for personal injury or property damages arising out of the operation of said bus services and that the services provided herein are also conducted pursuant to the Agreement between the City of Lubbock and Company. At all times during which Company shall provide the bus services mentioned herein and upon the above and foregoing terms and conditions, University shall be protected under Company's insurance coverage against liability and personal injuries or personal damages arising out of the operation of said bus service to the extent of at least \$100,000 for personal injury to any one person, \$300,000 for each occurrence, and \$50,000 for property damages sustained in any accident or occurrence arising out of the operation of said bus service and the University shall be furnished a certificate of Company's insurer showing coverage to be at least in the sums just stated. Said insurance policy shall name and include "The Board of Regents of Texas Tech University" and "Texas Tech University" as named insured. Said policy or policies shall, upon request, be subject to the examination and approval of University.
- B. Company, as named insured, assumes, to the extent of the insurance coverage maintained, the risk of service operation and University shall not be liable for damage to any and all buses or other Company property used in the bus service operation regardless of the cause thereof. To the extent of the proceeds of such insurance, the University shall be reimbursed for any damage or injury to University property arising out of or resulting from the said bus service operation except that no such reimbursement shall be made for (1) damage to pavement by normal operation of buses, or (2) any damage or injury caused by acts or omissions over which Company, its employees, or agents had no control.

VIII.

Maintenance

Company agrees to maintain and operate said bus service and the buses used in providing the same in a safe, efficient and lawful manner, and in so doing, shall comply with all applicable statutes, municipal ordinances, and traffic rules and regulations promulgated by the University.


IX.

Miscellaneous

- A. It is further agreed that this Agreement is made solely for the benefit of the University, the Company, and the City, and no one else, whether a staff member or student of University, or otherwise, and that no action or defense may be founded upon this Agreement except by the parties signatory hereto.
- B. In no event shall the Company be deemed to be in default of any provision of this Agreement for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, acts of God, or for any other cause or causes wholly beyond the control of the Company. In such eventuality, the University may, upon twelve (12) hours' notice to the Company, request the temporary suspension of bus service until the resumption of normal class schedules, in which event the Company will not furnish buses or be paid for services until the resumption of services. The University shall, in such cases, notify the Company twelve (12) hours in advance of the time service is to be resumed.


IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed in their respective names and behalf by their duly authorized officers and agents and their respective seals to be hereunto affixed, all as of the 9th day of May, 1996.

TEXAS TECH UNIVERSITY


Dr. Donald R. Haragan, Interim President

Date: 6/10/96

CITY TRANSIT MANAGEMENT CO., INC.


John L. Wilson, Vice President


ACKNOWLEDGED AND AGREED TO

CITY OF LUBBOCK

REVIEWED FOR FISCAL IMPLICATIONS


Chief Fiscal Officer


Date: 6/10/96


David R. Langston, Mayor

ATTEST:


Betty M. Johnson, City Secretary

REVIEWED FOR FORM
TEXAS TECH UNIVERSITY


General Counsel

Date: 5-31-96

APPROVED AS TO CONTENT:


Mildred Cox, Director of Transportation

APPROVED AS TO FORM:


Harold Willard, Assistant City Attorney

May 9, 1996

Item #14

Information Item


August 20, 1996

Item 7 pf. 19

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:


THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Contract and all related documents by and between the City Transit Management Company, Inc., Texas Tech University and Texas Tech University Health Sciences Center, and the City of Lubbock, Texas, for campus bus service, attached hereto, and which shall be spread upon the minutes of the Council and as spread upon the minutes of this Council shall constitute and be a part of this Resolution as if fully copied herein in detail.

Passed by the City Council this 9th day of May, 1996.
DAVID R. LANGSTON, MAYOR

ATTEST:


Betty M. Johnson, City Secretary

APPROVED AS TO CONTENT:


Mildred Cox, Managing Director of
Transportation

APPROVED AS TO FORM:


Harold Willard, Assistant City Attorney

HW:js/CAMPSBUS.RES

ccdocs/April 24, 1996

OFFICE OF DEVELOPMENT

Gifts and Grants as of June 30, 1996
and
Gifts and Grants as of June 30, 1995

	Fiscal Year 1996	Fiscal Year 1995
Texas Tech University		
September 30	\$ 363,144.43	\$ 430,128.52
October 31	359,477.13	1,647,151.78
November 30	380,162.17	182,248.13
December 31	979,165.58	1,343,361.27
January 31	978,569.26	443,665.34
February 29	994,265.46	361,132.16
March 30	611,459.46	367,843.35
April 30	964,311.81	214,993.76
May 31	530,738.54	695,332.86
June 30	<u>239,404.86</u>	<u>32,911.07</u>
Total University	\$ 6,400,698.70	\$ 6,118,768.24
 Texas Tech University Foundation		
September 30	\$ 95,912.48	\$ 242,668.81
October 31	244,520.92	220,235.28
November 30	115,604.77	185,260.93
December 31	1,600,266.34	660,836.38
January 31	308,221.96	186,732.79
February 29	522,352.91	338,165.46
March 30	82,836.63	138,062.67
April 30	144,051.59	168,847.67
May 31	168,497.32	148,194.34
June 30	<u>196,875.66</u>	<u>385,287.77</u>
Total Foundation	\$ 3,479,140.58	\$ 2,674,292.10
 GRAND TOTALS	<u>\$ 9,879,839.28</u>	<u>\$ 8,793,060.34</u>

Contract No. 95-1266/2

AMENDMENT NO. 2 TO CONTRACT NO. 95-1266

CONSTRUCTION SERVICES

Sandia Construction, Inc. And Texas Tech University

The Agreement between Sandia Construction, Inc., Lubbock, Texas and Texas Tech University, Lubbock, Texas, dated December 19, 1994, is amended as follows:

ARTICLE 2 - CONTRACT SUM

...increase the contract by amount \$40,295.00,
making the total contract amount \$2,847,295.00.

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

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this the 2nd day of May, 1996.

TEXAS TECH UNIVERSITY

By: [Signature]
Donald R. Haragan, Interim President

Date: 5/10/96

SANDIA CONSTRUCTION, INC.

By: [Signature]

Date: 5/16/96

REVIEWED FOR FISCAL IMPLICATIONS

By: [Signature]
Jim Brinjes, Interim Vice President
for Fiscal Affairs

Date: 5/9/96

REVIEWED FOR FORM

By: [Signature]
Pat Campbell, Vice President and
General Counsel

Date: Pat C. 5-9-96

LS

ARCHITECTURAL/PLANNING SERVICES

Contract No. 96-1443
Account Number: 3702-42-1584
FP&C Number: 96-14

AGREEMENT

Made this the ninth day of May in the year Nineteen Hundred Ninety Six.

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through
Dr. Donald R. Haragan , Interim President , and Hellmuth, Obata & Kassabaum, Inc. .

A. SCOPE OF THE WORK

Provide professional services to prepare Master Plan documents for the following project:

CAMPUS MASTER PLAN
Texas Tech University / TTU Health Sciences Center

Please refer the Texas Tech University Operating Policy Numbers 76.35 and 76.36 for additional guidance.

B. SCOPE OF SERVICES

The Architect/Planner shall provide professional services as follows:

Task 1 Workshop 1: Project Initiation

- 1.1 Project start-up meeting with TTU Facilities Planning and Construction in Lubbock to review contractual arrangements, schedule and working relationships
 - 1.1.1. Refine the project schedule and identify all critical meetings and milestones
 - 1.1.2. Review Scope of Work and associated master planning activities
 - 1.1.3. Identify key project team members and working relationships for both TTU and the consultant team.
 - 1.1.4. Confirm methods, procedures, and key individuals responsible for approvals
 - 1.1.5. Tour the Campus with TTU staff to familiarize the consultant team with the needs and specific issues to be addressed
- 1.2 Project initiation meeting with University President and representatives, as established and coordinated by TTU Facilities Planning and Construction, of faculty, administration and students
- 1.3 Collection from University staff and from State, County, and Municipal officials of available key data required for analysis of existing campus, facilities and University owned or leased land
 - 1.3.1. Existing site plans and building plans as available from TTU, preferably in digital format, including topography, flood plans, site improvements, etc.

- 1.3.2. Additional property maps and surveys
- 1.3.3. Past master plans and studies
- 1.3.4. County soils maps
- 1.3.5. TXDOT plans for Brownfield Highway improvements
- 1.3.6. Aerial photographs
- 1.3.7. City of Lubbock Existing and Proposed Land Use and plans for street improvements or changes
- 1.3.8. Existing and planned utilities
- 1.3.9. Applicable zoning ordinances and building codes
- 1.4 Obtain current guidelines and requirements for master plan content from the Texas Higher Education Coordinating Board

Task 2 Existing Conditions Analysis

- 2.1 Regional Analysis in graphic map format, with supporting text, of existing regional context of campus, including:
 - 2.1.1 Property lines, easements and ownership
 - 2.1.2 Regional influences
 - 2.1.3 Potential adjacent developments, including and identified proposed developments or zoning changes
 - 2.1.4 Existing and proposed transportation improvements
 - 2.1.5 Existing and proposed utility services
- 2.2 Base map of existing facilities
 - 2.2.1 Collection of existing base map information required to prepare base map
 - 1. TTU Facilities Planning and Construction
 - 2. TXDOT
 - 3. City of Lubbock
 - 2.2.2 Base map of existing Campus, to be prepared in digital format using Micro station version 4.0, and in a format agreed upon with TTU Facilities Planning and Construction, and to be based on available existing information obtained during Task 2.2.1
 - 2.2.3 Tabular indexes, based on statistical information to be provided by the University, of all University owned and/or occupied facilities
 - 1. Name and inventory number of each building
 - 2. Total gross square footage area of each building
 - 3. Net assignable space of each building
 - 4. Existing assigned users of space, identified by Department
 - 5. Residence Hall type (men or women)
 - 6. Residence Hall capacity
- 2.3 Site Analysis

2.3.1 Analyze and identify existing site conditions, including:

1. Topography
2. Soils
3. Drainage and floodplain
4. Existing vegetation
5. Views
6. Pedestrian Circulation
7. Vehicular Circulation and Parking
 - Vehicular Circulation
 - Parking
 - Service and Emergency Access Routes
 - Shuttle Service and Shelters
 - Bicycles
8. Campus Use Zones
9. Utilities
 - Domestic water
 - Domestic hot water
 - Sanitary sewer
 - Storm Sewer
 - Electrical distribution
 - Campus lighting
 - Telephone distribution
 - Data processing distribution
 - Natural gas distribution
 - Tunnel distribution
 - Solid waste disposal

2.3.2 Analyze and Evaluate Campus Quality and Image

1. Architectural Analysis
 - Architectural design
 - Building relationships
 - Historical architectural analysis
2. Site Analysis
 - Image
 - Entries
 - Visibility
 - Landscaping
 - Wayfinding

2.3.3 Site ADA Compliance and Recommendations

- Review analysis of previous ADA study
- Recommend master plan site measures to comply with ADA

2.4 Existing Building Analysis

2.4.1 Collection of existing information necessary to support Building Condition Survey

1. Copies of as built plans, collected in Task 2.2.1
2. Book value information available from the University
3. Deferred maintenance lists

2.4.2 Building Condition Survey

1. Review previous inventory of space to prepare a generalized evaluation of state of repair of all buildings, rating as:
 - Excellent condition, new or recently renovated
 - Good/average condition, in need of some repair;
 - Poor condition, in need of substantial renovation; and
 - Extremely poor/unsafe, should be demolished
2. Incorporate previous inventory of space into tabular documentation of statistical information on buildings
 - Date of construction
 - Date of last major renovation
 - Gross and assignable square feet
 - Summary of construction materials
 - Statement of evaluation of conformance to current Life Safety Code requirements
 - Estimate of cost to renovate, if applicable
3. Deferred maintenance projects
 - Identify based on information provided by TTU Facilities Planning and Construction
 - Tabular listing in Building Condition Survey section of Master Plan
4. Building ADA Compliance and Recommendations
 - Review analysis of previous ADA study
 - Recommend master plan building measures to comply with ADA

2.5 Analysis of TX DOT Plans for East/West Highway

2.5.1 Review with TX DOT of currently proposed plans

2.5.2 Evaluation of impact on campus image, aesthetics and connections across the highway

Task 3 Strategic Review

3.1 Institution Mission/Role

3.1.1 Mission Statement

- Receive Mission Statement from University
- Review to familiarize project team with the University's Mission
- Format Mission Statement to fit into the Master Plan Report as part of Task 5

3.1.2 Strategic Plan

- Receive Strategic Plan from University
- Review to familiarize project team with the University's Strategic Plan
- Format Strategic Plan to fit into the Master Plan Report as part of Task 5

3.1.3 Financial Plan

- Receive Financial Plan from University
- Review to familiarize project team with the University's Financial Plan
- Format Financial Plan to fit into the Master Plan Report as part of Task 5

3.2 Academic Program

- 3.2.1 Academic Program analysis/validation
 - Receive Academic Program from University
 - Review to familiarize project team with the University's Academic Program
 - Format Academic Program to fit into the Master Plan Report as part of Task 5
- 3.2.2 Goals/Direction
 - Receive Goals/Direction Statement from University
 - Review to familiarize project team with the University's Goals/Direction
 - Format Goals/Direction to fit into the Master Plan Report as part of Task 5
- 3.2.3 Program Alignment
 - Receive program from University
 - Review to familiarize project team with the University's Program
 - Format Program to fit into the Master Plan Report as part of Task 5
- 3.3 Market Enrollment, Analysis
 - 3.3.1 Demographic Analysis
 - Receive Demographic Analysis from University
 - Review to familiarize project team with the University's Demographic Analysis
 - Format Demographic Analysis to fit into the Master Plan Report as part of Task 5
 - 3.3.2 Enrollment Analysis
 - Receive Enrollment Analysis from University
 - Review to familiarize project team with the University's Enrollment Analysis
 - Format Enrollment Analysis to fit into the Master Plan Report as part of Task 5
 - 3.3.3 Market/Analysis/Peer Institution Study
 - Receive Market Analysis/Peer Institution Study from University
 - Review to familiarize project team with the University's Market Analysis/Peer Institution Study
 - Format Market Analysis/Peer Institution Study to fit into the Master Plan Report as part of Task 5

Task 4 Alternative Campus Master Plan Concepts

- 4.1 Prepare drawings and supporting information as necessary to develop two to three alternative conceptual master plan concepts, illustrating in preliminary format and level of detail overall campus development for the following elements of the campus plan
 - 4.1.1 Approach and arrival
 - 4.1.2 Building zones and potential new building sites
 - 4.1.3 Vehicular circulation and parking
 - 4.1.4 Pedestrian circulation
 - 4.1.5 Generalized landscape
 - 4.1.6 East/West Freeway

- 4.1.7 Athletic and recreation facilities and fields
- 4.1.8 Generalized utility corridors
- 4.2 Prepare preliminary assessment of each alternative's comparative advantages and disadvantages
- 4.3 Workshop 2
 - 4.3.1 Review of Alternative Master Plan concepts in Lubbock with Facilities Planning and Construction Office.
 - 4.3.2 Prepare supplemental drawings and supporting information as necessary, in Lubbock, to respond to questions and comments raised during review, to allow an informed comparison of the Alternative Master Plan concepts
 - 4.3.3 Selection of Proposed Master Plan concept from the Alternative Master Plan concepts, including identification of elements from alternatives not selected into the selected alternative to form the "Proposed Master Plan concept"

Task 5 Develop Proposed Campus Master Plan

5.1 Preparation of Master Plan

5.1.1 Land Use

- 1. Five Year, Ten Year and Long Range development
- 2. Tabular listing to the nearest acre of existing and proposed amount of University land to be used for each of the following purposes during Five Year and Ten Year plans:
 - Academic and related
 - Research
 - Support
 - Service (maintenance shops and warehouses)
 - Student Housing (single and married)
 - Recreation and/or Physical Education
 - Streets and parking
 - Agriculture
 - Other

5.1.2 Building location

- 1. Identify proposed buildings and proposed additions to the buildings
- 2. Tabular listing of proposed buildings, including:
 - Approximate gross square footage
 - Number of floors
 - Primary usage (i.e., education and general, auxiliary enterprise, service, etc.)

5.1.3 Pedestrian circulation

5.1.4 Vehicular circulation and parking

- 1. Automobiles

- Update University's existing traffic/circulation study
- Update University's existing parking study
- 2. Buses
- 3. Bicycles and Bike Paths
- 4. Motorcycles and mopeds

5.1.5 Emergency, service and refuse routes

5.1.6 Landscape

1. Site amenities
2. Hard scape
3. Planting

5.1.7 East/West Freeway

1. Alternative aesthetic and geometric treatments for campus compatibility
2. Review with TX DOT to determine feasible alternatives

5.1.8 Athletic and Recreation facilities and fields

1. Proposed master plan for recreation facilities and fields
2. Coordinate with Athletic Program Master Plan, to be prepared by others under separate contract
3. Coordinate with Arena feasibility study, to be prepared by others under separate contract

5.1.9 Utility needs assessment and corridors, including location and size of proposed lines, based on existing systems and projected growth, for:

- Domestic water
- Domestic hot water
- Sanitary sewer
- Storm sewer
- Electrical distribution
- Campus lighting
- Telephone distribution
- Data processing distribution
- Natural gas distribution
- Tunnel distribution
- Solid waste disposal

~~5.1.10 Telecommunications Plan~~

- ~~1. Review of current telecommunications systems linkages and equipment~~
- ~~2. Recommendations for future development~~

5.1.11 Illustrative Plan, color rendered, showing a hypothetical development of the campus and illustrating the design intent of the Master Plan

5.2 Building Use Plan

5.2.1 Approximate gross square feet of buildings identified on building location plan

J. Brewell 7-1-96
Quail 6/24/96

- 5.2.2 Number of floors of identified buildings
- 5.2.3 Primary usage of buildings
- 5.3 Architectural, Site Design and Planning Guidelines
 - 5.3.1 Update and confirm the University's existing design guidelines
 - Architectural style for future buildings, to be indicated in sketch format compatible with existing guidelines, without actually designing proposed buildings for the campus
 - Major or significant architectural materials for buildings
 - 5.3.2 Recommend major or significant site "Hardscape" materials for newly developed buildings or areas
 - 5.3.3 Recommend landscape plant materials for newly developed buildings and areas
 - 5.3.4 Recommend planning and design standards for both open space and developed sites; to include site structures, fountains, walkways, vegetative screening, etc.
- 5.4 Action Plan
 - 5.4.1 Develop budget level construction cost estimates of proposed improvements
 - 5.4.2 Concurrent with development of Proposed Campus Master Plan in Task 5.1, prepare written draft of Five Year Action Plan, which will conform to Texas Higher Education Coordinating Board Form MP-1, and will indicate construction projects in excess of \$20,000 corresponding to the phases of development by time period
 - 1. Buildings
 - New
 - Additions
 - Rehabilitation
 - Demolition
 - 2. Landscaping and site work
 - Site amenities
 - Plantings
 - Sidewalks
 - Paving
 - Service Roads
 - Parking
 - 3. Utilities
 - 5.4.3 Submit written draft to Facilities Planning and Construction for review, editing, and comment
 - 5.4.4 Prepare final written Action Plan conforming to Texas Higher Education Coordinating Board Form MP-1
- 5.5 Review Final Plan
 - 5.5.1 Presentation and review of Proposed Campus Master Plan drawings and documents in Lubbock with Facilities Planning and Construction

5.6 Draft Report

- 5.6.1 Incorporate final plan review comments into master plan drawings and documents prior to preparation of draft report
- 5.6.2 Prepare draft report of Master Plan in text, tabular and graphic format, including elements in Task 2 and preliminary delineation of Preferred Campus Master Plan
- 5.6.3 Prepare draft of Executive Summary and recommendations
- 5.6.4 Material prepared by TTU will be referenced in the report contents and index
- 5.6.5 Printing of five 8 1/2" x 11", black and white, three ring binder format review copies of Draft Report
- 5.6.6 Review final Campus Master Plan documentation and draft report with Facilities Planning and Construction in working session at Lubbock
- 5.10 Prepare Final Report and final versions of drawings incorporating review comments and alterations as necessary from comments received during Review Presentations
- 5.11 Submit Final Report to University for approval prior to printing

Task 6 Reports and Presentations

- 6.1 Printing of XXX copies of Final Report, in 8 1/2" x 11", black and white and color, three ring binder format
- 6.2 Preparation of color rendered final Campus Master Plan, approximately 24" x 36", suitable for framing and public display
- 6.3 Photo-reproduction of 24" x 36" mylar reproducible prints of original master plan drawings
- 6.4 Provision of digital master plan documents
- 6.5 Presentation of the Final Campus Master Plan to TTU
 - 6.5.1 Preparation of Master Plan drawings in format suitable for presentation to the Board of Regents
 - 6.5.2 Presentation of the Final Campus Master Plan to the Board of Regents of the Texas Tech University System in Lubbock

~~6.6 Computer Animation of Campus Master Plan~~

David 6/21/96

~~6.6.1 Preparation of three dimensional computer modeling of campus, including approved recommendations~~

~~6.6.2 Preparation of computer video animation of campus in VHS format, approximately 2 minutes long~~

T. Druehl 7/1/96

Task 7 Project Management

7.1 Project Meetings and Reports

7.1.1 Monthly progress meetings in Lubbock with Facilities Planning and Construction

7.1.2 Monthly written progress reports

7.2 Consultant Coordination

7.2.1 Monthly progress meetings with consultant team in Dallas, in preparation for Monthly progress meetings with Facilities Planning and Construction

7.2.2 Receive monthly progress reports from consultants and incorporate into monthly written progress reports for Facilities Planning and Construction

C. INSURANCE

1. Architect/Planner must provide proof of liability - errors/omissions insurance for the duration project

D. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such information as identified in paragraph B, Scope of Services, as is available.

E. COMPENSATION AND PAYMENT

The Owner agrees to pay the Architect/Planner as compensation for the basic services a lump sum of Two Hundred Forty Nine Thousand, Nine Hundred Seventy Two and no/100 dollars (\$249,972)

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

Task 1 Workshop	\$ 22,310.00
Task 2 Existing Conditions Analysis	\$ 47,150.00
Task 3 Strategic Review	\$ 5,220.00
Task 4 Alternative Campus Master Plan Concepts	\$ 39,554.00
Task 5 Develop Proposed Campus Master Plan	\$ 91,754.00
Task 6 Reports and Presentations	\$ 17,810.00
Task 7 Project Management	\$ 26,174.00

F. ADDITIONAL SERVICES

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

Such additional services and related expenses shall be as mutually agreed upon in writing by the Owner and

Architect/Planner prior to the beginning of any work. Compensation for additional services shall be as follows:

1. Direct Personnel Expense

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

Direct personnel expense shall be based on an amount of 2.1 or lump sum as agreed upon times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

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

G. CONSULTANTS

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

It is further understood that the Owner may retain consultants and that the expense for the same shall be borne by the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ACCOUNTING RECORDS

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

K. TERMINATION OF AGREEMENT

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

Hellmuth, Obata & Kassabaum, Inc
6688 North Central Expressway, Suite 700
Dallas, Texas 75206

likewise, termination by the Architect/Planner shall be accomplished by directed written notice to:

Theresa Bartos Drewell, AIA
Director
Facilities Planning and Construction
Texas Tech University
Box 42014
Lubbock, Texas 79409-2014

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

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

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Reports as instruments of service are, and shall remain, the property of the Architect/Planner whether the project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Reports for information and reference in connection with the Owner's use and occupancy of the project.

M. SUCCESSORS AND ASSIGNS

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

N. ASSIGNMENT

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

O. EXTENT OF AGREEMENT

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

P. APPLICABLE LAW

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

Q. DESIGNATION OF REPRESENTATIVE

Owner hereby designates the President of Texas Tech University/Texas Tech University Health Sciences Center or the person designated as acting President in his absence, as its duly authorized and designated representative to act for and on behalf of Owner.


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

Venue shall be in Lubbock, Lubbock County, Texas.

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

OWNER
TEXAS TECH UNIVERSITY

ARCHITECT/PLANNER
HELLMUTH, OBATA & KASSABAUM, INC.

By: 
Dr. Donald R. Haragan
Interim President


By: 

Date: 6/14/96

Date: June 21, 1996

REVIEWED FOR FISCAL IMPLICATIONS

By: 

 Jim Brunjes, Interim Vice President
for Fiscal Affairs

DATE: 6/5/96

REVIEWED FOR FORM

By: 

Pat Campbell, Vice President and
General Counsel

DATE: 6-10-96

COMMERCIAL REAL ESTATE LISTING CONTRACT

EXCLUSIVE RIGHT TO SELL

THIS FORM IS FURNISHED BY THE LUBBOCK ASSOCIATION OF REALTORS
FOR USE BY ITS MEMBERS. USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS
OF THE LUBBOCK ASSOCIATION OF REALTORS IS PROHIBITED.

1. **PARTIES:** The parties to this Listing Contract are Texas Tech University (Seller) and Coldwell Banker Rick Canup, REALTORS, Inc. (Broker). In consideration of services to be performed by Broker, Seller appoints Broker as Seller's sole and exclusive agent and grants to broker the exclusive right to sell the Property for the price and on terms described below.

2. **PROPERTY:** The Property is described as Pyramid Plaza Office Building, Tract H, Live Oak Addition in the City of Lubbock, Lubbock County, Texas, known as 3223 South Loop 289, Lubbock, Texas 79423 (address and zip code), or as described on an attached exhibit, together with the following items:

The Property [] is [X] is not subject to a mandatory membership in an owner's association and its assessments and requirements. All Property described above is called "the Property."

3. **LISTING PRICE:** Seller lists the Property for the gross amount of \$*_____ (Listing Price) and agrees to sell the Property for the Listing Price or for any other price Seller may accept. **NOTICE TO OWNER:** Broker does not guarantee that the Property will be appraised or sold for the Listing Price nor does Broker guarantee any net amount Seller might realize from the sale of the Property. ** Listing price to be determined by Seller upon receipt of the MAI Appraisal by Merle Blosser and confirmed in writing by Broker.*

4. **TERM:** This Listing shall commence on July 1, 1996 (Commencement Date) and shall terminate at 11:59 p.m. on December 31, 1996 (Termination Date). If on the termination date there is a pending contract for the sale of the Property, in whole or part, in effect between Seller and a buyer and the transaction described in such a contract has not closed, Broker's Fee is earned and shall be payable according to paragraph 7. If Seller enters into a binding written contract to sell the Property before the Commencement Date, this Listing Contract shall not commence and shall be void.

5. ASSOCIATION AND COOPERATION:

- (a) **Association:** Broker is a member of the Lubbock Association of REALTORS (the Association), and is bound by its rules.
- (b) **Cooperation with other brokers:** Cooperating with and compensating other brokers means that Broker will allow other brokers to show the Property to prospective buyers and if another broker procures an acceptable offer, Broker will pay the other broker part of the Broker's Fee described in paragraph 7(a). Broker shall offer cooperation and compensation (*choose only one*):
[] only to buyer agents; [] only to subagents of Broker; [X] to both buyer agents and Broker's subagents. Broker will determine the terms and conditions of offers to cooperate with and compensate other brokers.

6. AGENCY RELATIONSHIPS:

- (a) Seller acknowledges receipt of the attached exhibit entitled "Information About Brokerage Services," which is incorporated in this Listing Contract for all purposes.
- (b) Broker shall exclusively represent Seller in negotiations for the sale of the Property unless Seller authorizes Broker, as set forth below, to act as an intermediary in the event Broker also represents a buyer who offers to purchase the Property [*choose (1) or (2)*].

[X] (1) **Intermediary Relationship Authorized:** Seller authorized Broker to show the Property to prospective buyers Broker has agreed to represent. If Broker represents a buyer who offers to buy the Property, Seller authorizes broker to act as an intermediary between the buyer and Seller, to present any offer such buyer may wish to make, and to assist both Seller and buyer in negotiations for the sale of the Property. Broker's compensation shall be paid by Seller as provided in paragraph 7. If Broker acts as an intermediary between Seller and buyer, Broker:

- (i) may not disclose to the buyer that the Seller will accept a price less than the asking price (Listing Price) unless otherwise instructed in a separate writing by the Seller;

- (ii) may not disclose to the Seller that the buyer will pay a price greater than the price submitted in a written offer to the Seller unless otherwise instructed in a separate writing by the buyer;
- (iii) may not disclose any confidential information or any information Seller or the buyer specifically instructs Broker in writing not to disclose unless instructed in a separate writing by the respective party or required to disclose the information by the Texas Real Estate License Act or a court order or if the information materially relates to the condition of the Property;
- (iv) shall treat all parties to the transaction honestly; and
- (v) shall comply with the Real Estate License Act.

If Broker acts as an intermediary, Broker may appoint a licensed associate(s) of Broker to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller and appoint another licensed associate(s) for the same purposes to the buyer.

[] (2) Intermediary Relationship Not Authorized: Broker shall exclusively represent Seller and may not act as an intermediary between Seller and a buyer. Seller understands [chose (i) or (ii)]:

[] (i) Broker exclusively represents sellers of real property and does not represent buyers.

[] (ii) Broker represents both buyers and sellers of real property. However, Broker shall not show the Property to any buyer Broker represents.

(c) Broker shall not knowingly, during the term of this Listing or after its termination, disclose information obtained in confidence from Seller except as authorized by Seller or as required by law. Broker shall not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

7. BROKER'S FEE:

(a) Seller shall pay Broker a fee of [complete (i) or (ii)]: (i) \$ N/A; or (ii) 3.5% of the sales price; in cash in Texas when Broker's Fee is earned and payable. In the event of exchange or breach of this Listing Contract, the Listing Price shall be the sales price for purposes of computing Broker's Fee.

(1) Earned: Broker's Fee shall be earned when any one of the following events occurs during the term of this Listing Contract:

(i) Broker individually or in cooperation with another broker procures a buyer who enters into a contract with Seller to buy the Property; (ii) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price and on terms stated in paragraph 3 or at any other price and on terms acceptable to Seller, (iii) Seller sells, exchanges, leases [see par. 9(b)(2)], agrees to sell, or agrees to exchange the Property to anyone at any price on any terms; or (iv) Seller breaches this Listing Contract.

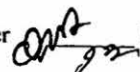
(2) Payable: Once earned. Broker's Fee shall be payable. either during the term of this Listing Contract or after its termination, at the earlier of any of the following events: (i) the closing and funding of any sale or exchange of the Property; (ii) Seller's refusal to sell the Property; (iii) Seller's breach of this Listing Contract; or (iv) at such time as otherwise set forth in this Listing Contract. Broker's Fee shall not be payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver a title policy to the buyer; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

(b) If a buyer, with whom Seller has entered into a contract for the sale of the Property during the term of this Listing Contract, breaches such a contract and Seller receives earnest money or a portion thereof as liquidation damages, Seller shall pay Broker one-half of such amount, but not to exceed Broker's Fee stated in paragraph 7(a).

(c) If Seller collects the sales price and/or damages either by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of the Property entered into during the term of this Listing Contract. Seller shall pay Broker, after deducting attorney's fees and other expenses of collection, an amount equal to one-half of the amount collected after deductions or the full amount of the Broker's Fee described in paragraph 7(a), whichever is less.

(d) If within 180 days after termination of this Listing Contract (the Protection Period), Seller enters into a contract to sell the Property or sells, exchanges or otherwise transfers a legal or equitable interest (excluding a lease [see par. 9(b)(2)] with no right to purchase) of the Property to any person whose attention has been called to the Property by Broker, any other broker, or Seller during the term of this Listing Contract, Seller shall pay Broker the Broker's fee stated in paragraph 7(a), provided Broker, prior to or within five (5) days after the termination of this Listing Contract, has sent to Seller written notice specifying the names of the persons whose attention has been called to the Property during the term of this Listing Contract. If during the term of the Protection Period such sale,





exchange or transfer occurs while the Property is listed exclusively with another Texas licensed real estate broker, this paragraph shall not apply and Seller shall not be obligated to pay Broker's Fee. The term "person" shall be broadly construed to include any individual or entity in any capacity.

8. BROKER'S AUTHORITY: Broker shall make reasonable efforts and act diligently to sell the Property. Seller authorizes Broker or Broker's associates to: (a) advertise the Property by means and methods as Broker determines; (b) place a "For Sale" sign on the Property in compliance with any State and local laws, rules, ordinances, restrictions, or covenants; (c) remove from the Property all other signs offering the Property for sale or lease; (d) furnish comparative marketing and sales information about other properties to prospective buyers; (e) disseminate information about the Property to other brokers or their associates through MLLES or other means as Broker determines; (f) enter the Property at reasonable times to show the Property to prospective buyers; (g) authorize other brokers or their associates to enter the Property at reasonable times to show the Property to prospective buyers; (h) authorize inspections, appraisers, and/or repair personnel to enter the Property at reasonable times for pertinent purposes; (i) obtain information from any holder of any note secured by a lien on the Property concerning information about the note or lien; (j) upon a final and closed sale of the Property, disclose the sales price to the local county appraisal district; and (k) accept earnest money and deposit the earnest money in trust in accordance with the terms of the earnest money contract. Broker shall not be obligated to continue to market the Property after Seller has entered into a binding contract to sell the Property.

9. SELLER'S REPRESENTATIONS AND ADDITIONAL PROMISES: (a) Seller represents that: (1) Seller has fee simple title to the Property, peaceable possession of the Property, all improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property; (2) Seller is not now a party in a listing contract with another broker for the sale, exchange or lease of the Property; (3) no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement; and (4) all written information relating to the Property provided to Broker by Seller is true and correct.

(b) Seller shall: (1) not rent or lease the Property during the term of this Listing without the prior written approval of Broker; (2) not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker; (3) not enter into a listing agreement with another broker for the sale, exchange or lease of the Property during the term of this Listing; and (4) provide Broker with copies of all leases or rental agreements, if any, pertaining to the Property and advise Broker of any tenants in the Property.

10. LIMITATION OF LIABILITY: Broker and any other broker shall not be responsible in any manner for personal injury to Seller resulting from acts of third-parties or loss or damage of personal or real property due to vandalism, theft, freezing water pipes, or any other damage or loss whatsoever. Broker shall not be responsible for the security of the Property nor for inspecting the Property on any periodic basis. Seller shall disclose all material and relevant information in Seller's possession to Broker.

11. ESCROW AUTHORIZATION: Seller authorizes any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to broker the Broker's Fee due under this Listing. Seller authorizes Broker to instruct any closing or escrow agent to collect and disburse all Broker's Fees due under this Listing.

12. IRS: The Internal Revenue Service (IRS) requires a closing agent to report the gross sales price, seller's tax identification number and other required information to the IRS. Seller shall provide to the closing agent such information at time of closing. IRS requires a buyer of real property to withhold a percentage of the sales price from the seller if the seller is a foreign person. A foreign person includes nonresident aliens, foreign corporations, foreign partnerships, foreign trusts, or foreign estates. In most closings of sales of commercial properties the Seller will be required to deliver an affidavit that Seller is not a foreign person. Seller certifies that Seller:

[] is [X] is not a foreign person.

13. SPECIAL PROVISIONS:

See Attached Addendum "A" and Addendum "B".

14. MEDIATION: Intentionally Deleted.

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15. ATTORNEY'S FEES: Intentionally Deleted.

16. AGREEMENT OF PARTIES: Addenda and other related documents which are a part of this Listing Contract are: Addendum "A"--Payment of Marketing Funds and Addendum "B"--Agreement Regarding Payment of Broker's Fees. This Listing Contract contains the entire agreement between Seller and Broker and may not be changed except by written agreement. This Listing Contract may not be assigned by either party without the written approval of the other party. This Listing Contract is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Listing Contract. Should any clause in this Listing Contract be found invalid or unenforceable by a court of law, the remainder of this Listing Contract shall not be affected and all other provisions of this Listing Contract shall remain valid and enforceable to the fullest extent permitted by law.

17. ADDITIONAL NOTICES TO OWNER:

(a) Commission rates, broker's fees, or the division of commission between brokers are not fixed, controlled, recommended, suggested, or maintained by the Lubbock Association of REALTORS. The amount an owner agrees to pay a broker is not prescribed by law and is negotiated between the owner and the broker.

(b) Fair housing laws require the Property to be shown and made available for sale to all persons without regard to race, color, religion, national origin, sex, handicap or familial status.

(c) Seller is advised to safeguard valuables located in the Property.

(d) Broker cannot give legal advise. This is intended to be a legally binding contract. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.

18. AGREED BETWEEN:

Coldwell Banker Rick Canup, REALTORS, Inc. 0431712

Texas Tech University

By: [Redacted] 7-11-96
Rick Canup, CCIM *by Rick* Date
Broker

[Redacted] 7/16/96
for Donald R. Haragan Date
Interim President

19. NOTICES: All notices shall be in writing and effective when hand-delivered, mailed, or sent by facsimile transmission to:

Broker at: 4924 S. Loop 289
Lubbock, Texas 79414
Phone: (806) 793-0888
Fax: (806) 793-7114

Seller at: Office of the President
Texas Tech University, Lubbock, TX 79409-2013
Phone: (806) 742-2121
Fax: (806) 742-2138

ADDENDUM "A"
PAYMENT OF MARKETING FUNDS

Regarding the listing agreement between Texas Tech University and Coldwell Banker Rick Canup, REALTORS[®], Inc. for the marketing of Pyramid Plaza Office Building located at 3223 South Loop 289, Lubbock, TX 79423 it is agreed that;

Texas Tech University will provide up to a \$5,000 Marketing Budget to be used for all or a combination of the following items:

- Design and printing of **Full-Color Marketing Brochure and Property Information Report.**
- Postage costs to direct mail up to 9,000 copies of the **Full-Color Marketing Brochure** to institutional and private investment groups, CCIM and SIOR brokers, and Coldwell Banker Real Estate Group brokers.


It is expressly understood that:

Texas Tech University and Coldwell Banker Rick Canup, REALTORS[®], Inc. will partner together in the development of the materials. The marketing fee will be payable only upon the University's approval of Broker's recommended marketing materials and detailed marketing plan. The marketing fee payable will only be the amount required to fulfill the portion of the plan being implemented at that time. In all cases, the marketing expenses will be payable only after Texas Tech University's written approval of the scope of a proposed marketing expenditure.

All marketing fees will be fully credited against the Brokerage Fee at the successful closing of the property should Coldwell Banker Rick Canup, REALTORS[®], Inc. sell the property during the initial listing period or subsequent renewal periods. In the event that a cooperating broker secures a purchaser, the marketing fees shall be credited against the commission prior to the brokerage fee split.


Agreed Between:

Coldwell Banker Rick Canup,
REALTORS[®], Inc.

By: 
Rick Canup, CCIM *by Rick Canup*
Broker

Date: 7-11-96

Texas Tech University

By: 
Donald R. Haragan *DRH*
Interim President

Date: 7/15/96

ADDENDUM "B"
AGREEMENT REGARDING PAYMENT OF BROKER'S FEES

Regarding the listing agreement between Texas Tech University and Coldwell Banker Rick Canup, REALTORS®, Inc. for the marketing of Pyramid Plaza Office Building located at 3223 South Loop 289, Lubbock, TX 79423 it is agreed that;

The Broker's Fee that is specified in Paragraph 7 of the listing agreement shall be paid in the following manner upon the successful closing of the property:

- 0.5% of the fee will be paid to the listing office as a Marketing Services Reimbursement.
- 3.0% of the fee will be paid as a Brokerage Fee to be divided between the listing office and the selling office. The Brokerage Fee will be treated in the manner prescribed in Addendum "A" -- Payment of Marketing Funds of this listing agreement.

It is further agreed that the Broker's Fee as described in Paragraph 7 of the listing agreement will be modified for the following event:

- _____ enters into a purchase agreement within sixty (60) days of the date that Texas Tech University receives the MAI appraisal for Pyramid Plaza. If the above named party enters into a purchase agreement in the prescribed time period, the amount of the Broker's Fee will then be computed as 2.0% of the sales price to be paid if and when the property closes. Should the above-named buyer enter into a purchase agreement after the time period defined above, the payment of the Broker's Fee will be as prescribed in Paragraph 7 of the listing agreement.

Agreed Between:

Coldwell Banker Rick Canup,
REALTORS®, Inc.

By: _____
Rick Canup, CCIM *by Rick Canup*
Broker

Date: 7-11-96

Texas Tech University

By: _____
Donald R. Maragan
Interim President

Date: 7/15/96

CONSTRUCTION SERVICES

Contract No. 96-1453
Account Number 0225-42-1587

AGREEMENT

THIS AGREEMENT, made this 15th day of July, in the year Nineteen Hundred Ninety Six.

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and
through Donald R. Haragan, Interim President, and C.B. Thompson Construction Co.,
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

Engineering and Technology Lab Renovation Including
Base Bid and Alternates No. 1, No. 2 and No. 3

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

One Million Three Hundred Seventy Five Thousand Five Hundred Ninety and no/100's Dollars
(Written Amount)

\$1,375,590.00
(Figures)

The above bid price is divided into \$ 932,690.00 dollars for Materials (to be incorporated into
the Work) and \$ 442,900.00 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 by December 31, 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 \$2,500.00 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: 
KOR Donald R. Haragan
Interim President


Date: 7-19-96

CONTRACTOR
C.B. THOMPSON CONSTRUCTION CO.

By: 

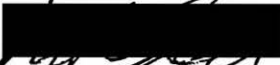
Date: 7-19-96

REVIEWED FOR FISCAL IMPLICATIONS


Jim Brunjes, Interim Vice President
for Fiscal Affairs

Date: 7/19/96

REVIEWED FOR FORM


Pat Campbell, Vice President
and General Counsel

Date: 7-19-96

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