

TEXAS TECH UNIVERSITY
LUBBOCK, TEXAS

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

SEPTEMBER 1, 1994 THROUGH AUGUST 31, 1995

TEXAS TECH UNIVERSITY

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

OCTOBER 14, 1994

TEXAS TECH UNIVERSITY
Lubbock, Texas

Minutes

Board of Regents
October 14, 1994

- M1. The Board of Regents of Texas Tech University met in regular session on Friday, October 14, 1994, at 8:30 a.m. in the Board Suite on campus. The following regents were present: Mr. J.L. "Rocky" Johnson, Chair, Ms. Elizabeth C. Ward, Vice Chair, Dr. Bernard A. Harris, Jr., Dr. Carl E. Noe, Mr. John C. Sims, Mr. Edward E. Whitacre, Jr. and Mr. Alan B. White. Officials and staff present were: Dr. Robert W. Lawless, President; Dr. Donald R. Haragan, Executive Vice President and Provost; Mr. Jim Brunjes, Vice President for Administration; Mr. Pat Campbell, Vice President and General Counsel; Mr. William G. Wehner, Vice President for Institutional Advancement; Mr. Don Cosby, Vice President for Fiscal Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. C. Len Ainsworth, Vice Provost for Academic Affairs; Dr. Virginia M. Sowell, Associate Vice President for Academic Support Services; Dr. Monty E. Davenport, Associate Vice President for Plant Services; Mr. Eric Williams, Associate Vice President for Facilities Planning and Construction; Dr. Thomas G. Newman, Associate Vice President for Computing and Information Technologies; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller; Dr. Judi Henry, Assistant Vice President for Student Affairs; Dr. Jane Winer, Dean, College of Arts and Sciences; Dr. Sam Curl, Dean, College of Agricultural Sciences and Natural Resources; Dr. Elizabeth G. Haley, Dean, College of Human Sciences; Mr. D. Kent Kay, Director, Internal Audit; Dr. Margaret Lutherer, Director, University News and Publications; Dr. Dale Cluff, Director of Libraries; Mr. Gene Medley, Director, Admissions and Records; and Mrs. Donna Davidson Kittrell, Assistant Secretary. Texas Tech University Health Sciences Center: Dr. Bernhard T. Mitemeyer, Executive Vice President and Provost; Mr. Elmo Cavin, Vice President for Fiscal Affairs; Mr. Jim Lewis, Executive Assistant to the Executive Vice President and Provost; Dr. Darryl Williams, Dean, School of Medicine; Dr. Pat Yoder Wise, Dean, School of Nursing; and Dr. Arthur Nelson, Dean, School of Pharmacy.
- Others present were: Mrs. Robert W. Lawless; Dr. Sue Couch, President, Faculty Senate; Mr. Jay Parchman, Chief, University Police; Mr. Zack Brady, President, Student Association; and Ms. Gina Howard, Lubbock Avalanche Journal.
- M2. Chair Johnson called the meeting to order and asked Mr. Don Cosby to give the invocation.
- M3. Upon motion made by Dr. Noe, seconded by Mr. Whitacre, the Minutes of the meeting of August 12, 1994, were approved.
- M4. Ms. Ward reported for the Academic and Student Affairs Committee. The following four items (M5 through M8) constitute action taken upon committee recommendation.
- M5. Upon motion made by Ms. Ward, seconded by Mr. Whitacre, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the degree program Bachelor of Science with major in Environmental Conservation of Natural Resources.*
- M6. Upon motion made by Ms. Ward, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the establishment of academic status for university librarians and archivists as designated in the attached proposal; Attachment No. M1.*
- M7. Upon motion made by Ms. Ward, seconded by Mr. Sims, the following was unanimously approved: *RESOLVED, that the Board of Regents Policy 08.01, Admission, Section 4: Probationary or Conditional Admission, (C), dated March 25, 1988, be replaced with the attached revision; Attachment No. M2.*

- M8. Upon motion made by Ms. Ward, seconded by Mr. White, the following was unanimously approved: *RESOLVED, that the Board of Regents ratifies administrative actions as follows:*
- a. *Leaves of absence;*
 - b. *Commission as peace officers, Randy S. Nelson, effective June 21, 1994, Rebecca Anne Glenn, effective July 15, 1994, Thomas Wayne Cypert, effective August 1, 1994 and James Heath Steele, effective September 1, 1994; Attachment No. M3.*
- M9. Mr. Sims reported for the Finance and Administration Committee. The following four items (M10 through M13) constitute action taken upon committee recommendation.
- M10. Upon motion made by Mr. Sims, seconded by Dr. Harris, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes an increase in men's and women's basketball ticket prices as indicated on the attached, effective with the 1994-95 basketball season; Attachment No. M4.*
- M11. Upon motion made by Mr. Sims, seconded by Dr. Harris, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the attached revision to Board of Regent Policy 09.01, Texas Public Education Grants; Attachment No. M5.*
- M12. Upon motion made by Mr. Sims, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents ratifies the attached budget adjustment; Attachment No. M6.*
- M13. Upon motion made by Mr. Sims, seconded by Mr. Whitacre, the following was unanimously approved: *RESOLVED, that in accordance with Senate Bill 1095, 72nd Legislature Regulation, the Board of Regents ratifies the administrative actions relating to Finance as follows:*
- a. *To approve official travel reimbursement from State appropriated funds and all other University-controlled 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 October 14, 1994, and to continue until such time as they are separated from the University or assigned other responsibilities:*

Robert W. Lawless, President
Donald R. Haragan, Executive Vice President and Provost
Jim Brunjes, Vice President for Administration
Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller
Charlie L. Stallings, Assistant Comptroller
Steve R. Pruitt, Director of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting
James E. Meiers, University Bursar
Sue Higgins, Financial Systems Coordinator
Deana Miller, Manager of Accounting Business Services
Melba K. Parchman, Manager of Accounting Services
Jewel L. Downing, Chief Accountant
Barbara George, Chief Accountant
Zak Ball, Senior Accountant
Deanna Duke, Senior Accountant
June Linker, Senior Accountant
Dee Hollis, Senior Accountant
Sandra C. Smith, Senior Accountant
Brent Droll, Accountant
Ronald Thoma, Accountant
 - b. *For approval and payment of all accounts covering expenditures for State-appropriated funds and all other University-controlled funds, effective October 14, 1994, and to continue until such time as they are separated from the University or assigned other responsibilities:*

Robert W. Lawless, President
Donald R. Haragan, Executive Vice President and Provost
Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller
Charlie L. Stallings, Assistant Comptroller
Gloria J. Hale, Assistant Vice President for Human Resources
Steve R. Pruitt, Director of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting
James E. Meiers, University Bursar
Marilyn P. Bell, Manager of Payroll
Sue Higgins, Financial Systems Coordinator
Deana Miller, Manager of Accounting Business Services
Melba K. Parchman, Manager of Accounting Services
Jewel L. Downing, Chief Accountant
Barbara George, Chief Accountant
Zak Ball, Senior Accountant
Deanna Duke, Senior Accountant
June Linker, Senior Accountant
Dee Hollis, Senior Accountant
Sandra C. Smith, Senior Accountant
Brent Droll, Accountant
Ronald Thoma, Accountant.

- M14. Dr. Noe reported for the Development Committee. Dr. Noe reported that total gifts received through September 30, 1994, for Texas Tech University and Texas Tech University Foundation total \$548,000 verses \$554,000 for the same period last fiscal year.
- M15. Chair Johnson recognized Dr. Haragan who gave the Executive Vice President and Provost's Report; Attachment No. M7.
- M16. Chair Johnson called on Dr. Lawless for the President's Report; Attachment No. M8.
- M17. There being no further business, the meeting adjourned.

Attachments:

- M1. Proposal for University Librarians and Archivists; Item M6.
M2. Revision to Board Policy 08.01, Section 4C: Provisional Admission; Item M7.
M3. Leaves of Absence; Item M8a.
M4. Men's and Women's Basketball Ticket Pricing; Item M10.
M5. Revision to Board Policy 09.01: Texas Public Education Grants; Item M11.
M6. Budget Adjustments; Item M12.
M7. Executive Vice President and Provost's Report; Item M15.
M8. President's Report; Item M16.

I, Donna Davidson Kittrell, the duly appointed and qualified Assistant Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of Texas Tech University Board of Regents meeting on October 14, 1994.


Donna Davidson Kittrell
Assistant Secretary

SEAL

Academic Status Proposal for Texas Tech University Librarians and Archivists

Texas Tech University librarians and archivists met collectively on several occasions during the spring and summer of 1990 in order to reach a consensus on the improvements in status needed for Texas Tech University Librarians. In a nearly unanimous vote, they decided upon a modified form of faculty status similar to that described in the new ACRL Guidelines for Academic Status. A detailed status proposal was drafted by an elected committee of librarians and archivists, and an amended document was approved by a majority of librarians and archivists on May 28, 1993.

The eleven sections that follow are those that are covered in the ACRL Guidelines for Academic Status documents. Each section begins with the complete text from the ACRL Guidelines and concludes with proposed changes at TTU. This proposal includes only those changes proposed in the University Library and Southwest Collection.

1. Professional Responsibilities

Academic Status

Librarians should be assigned general responsibilities within their particular area of competence. They should have maximum latitude in fulfilling these responsibilities. Their performance of these responsibilities should be regularly and vigorously reviewed by committees of their peers as well as by supervisory personnel. Review standards should be published and uniformly applied; reviewing bodies should have access to all appropriate documentation.

Proposed

Peer review will be an integral part of decisions involving continuing appointments, promotions, and retention (see #2, #4, #5, and #10 below). All evaluation criteria should be peer-established.

2. Library Governance

Academic Status

Librarians should participate in the development of policies and procedures for the Library, and in the hiring, review, retention, and continuing appointment processes for their peers.

Proposed

There should be peer involvement in continuing appointment, promotion, and retention decisions. It is important that collegiality be an on-going feature of library governance.

3. University Governance

Academic Status

Because the library exists to support the teaching and research functions of the institution, librarians should participate in the development of the institution's educational policy, have a role in curricular planning, and be a part of the institution's governance structure.

Proposed

Significant progress has been made in this area, and the help of the University administration, Deans, and Faculty Senate is very much appreciated. Librarians and archivists need to have an active role in the academic life of the institution, and the University administration and Faculty Senate are urged to consider them for a variety of committee and task force appointments. TTU Librarians and archivists should be voting members of the Faculty Senate.

4. Contracts

Academic Status

A librarian's appointment should be by written contract, agreement, or letter of appointment of no less than one year in duration. The appointment document should state the terms and conditions of service and grant security of employment for the contractual period. After a probationary period of no longer than seven years and through a process which includes peer review, librarians should be granted continuing employment if they have met the appropriate conditions and standards.

Proposed

Before the end of a six-year probationary period at TTU, a librarian or archivist must be notified in writing either that a continuing appointment has been awarded, with all conditions and standards met, or that the appointment will not be renewed at the end of the seventh year. Continuing appointments will be modeled after the Tenure Policy expressed in Appendix A of the TTU Faculty Handbook (1989), but with Library-developed standards and procedures. Continuing appointments involve an extensive peer review.

See #10 below for dismissal and non-reappointment.

5. Promotions

Academic Status

Librarians should be promoted through ranks on the basis of their professional proficiency and effectiveness. A peer review system should be an integral part of procedures for promotion and decisions on salary increases. The librarians' promotion ladder should have equivalent titles and ranks as that of the faculty.

Proposed

Academic and professional reputations, should be acknowledged by promotion through the following ranks:

Assistant Librarian or Assistant Archivist
Associate Librarian or Associate Archivist
Librarian or Archivist

It is important that a distinction be maintained between the position description, which is independent from the individual holding the job, and the rank which the individual is granted due to his or her job performance, professional accomplishments, and academic achievement. A procedure of peer review is an integral part of decisions involving promotion through ranks.

6. Compensation

Academic Status

The salary scale and benefits for librarians should be the same as for other academic categories with equivalent education, experience, or responsibility.

Proposed

A. The following pay grades should be established for librarians and archivists:

Assistant Librarian/Archivist	pay grade 25
Associate Librarian/Archivist	pay grade 27
Librarian/Archivist	pay grade 29

If a librarian or archivist receives a promotion, but already has a salary above the base of the new rank, there will be a five percent increase over current salary effective with the promotion date. The current pay plan designates all librarians and assistant archivists at 24, associate archivists at 25, and archivists at 27.

[Note: Pay grades were established as proposed in 1994.]

B. A benefit needed for recruitment efforts is the payment of resident tuition for new TTU librarians and archivists and their family members. (This is currently a faculty benefit at TTU.)

7. Leaves

Academic Status

University and library administrations should provide leaves of absence, sabbaticals, and other means of administrative support to promote the active participation of librarians in research and other professional activities.

Proposed

A. It is important that TTU librarians and archivists be eligible for campus development leaves. Because their work day is usually more structured than that of faculty, librarians and archivists need to have access to periods of release time in order to actively participate in research and other professional activities.

B. Within the Libraries, librarians and archivists should be eligible to apply for brief periods of professional development leave.

8. Research and Development Funds

Academic Status

Librarians should be eligible for research funds within the University, and they should be encouraged to apply for such funds from sources outside the University.

Proposed

Librarians and archivists should be able to apply for funding of research projects and professional development on the same basis as faculty.

9. Academic Freedom

Academic Status

Librarians are entitled to the protection of academic freedom as set forth in the 1940 Statement of Principles on Academic Freedom and Tenure of the American Association of University Professors.

Proposed

TTU librarians and archivists should have the same academic freedom as that accorded faculty, including provision for a continuing appointment analogous to tenure.

10. Dismissal or Non-reappointment

Academic Status

Dismissal of librarians during the terms of appointment may be effected by the institution only for just cause and through academic due process. Non-reappointment should involve adequate notice, peer review, and access to a grievance procedure.

Proposed

A. If there is justifiable cause for dismissal during the appointment period, there should be due process, adequate notice, and access to a grievance procedure involving peer review.

B. Non-reappointment during the 6-year probationary period should involve adequate notice, and access to a grievance procedure involving peer review.

C. After continuing appointment is granted, termination will only be for adequate cause with the burden of proof on the University.

11. Grievance

Academic Status

Grievance procedures should be accessible to librarians and should include steps to be completed within specified time limits, effective safeguards against reprisal by the institution, or abuse of the procedures by the grievant, and must be consistent with applicable institutional regulations and contracts.

Proposed

Grievances relating to admission to continuing appointment, grounds for termination, termination procedure, and notice of non-reappointment or termination follow the TTU faculty model. Other grievances also follow the TTU faculty model.

Board Policy 08.01

Section 4 Probationary or Conditional Admission

Current: (C) Probationary students may enter the university only in a spring or summer semester. Students on probationary admission must complete 12 semester hours in two consecutive summer terms or a spring semester with a grade point average of 2.0 in order to continue in the university. One course must be in mathematics or English, and at least one other must satisfy a state or university basic requirement.

Section 4 Provisional Admission

Proposed: (C) Provisionally admitted students may enter the university only in the spring or summer semesters. In order to be granted unconditional admission to the university, a student must complete a minimum of 6 hours of college level work with a 2.0 or better GPA during this initial semester. At least one of the courses must be in English, mathematics or laboratory science. If developmental work is necessary, it must be taken in addition to the required college level courses. A 2.0 GPA is required also for developmental work. In no case can grade points achieved in developmental courses be used to adjust the GPA for college level work.

Leaves of Absence

Approve leave of absence without pay for Ronald Pigott, Professor and Chairman of Engineering Technology, College of Engineering, for the period September 1, 1994, to December 31, 1994. Dr. Pigott will be in an industrial setting at Asea Brown Boveri's power generation plant in Switzerland during this leave.

Approve leave of absence without pay for James P. Dunyak, Assistant Professor of Mathematics, College of Arts and Sciences, for the period September 1, 1994, to January 15, 1995. The purpose of this leave is to do joint research with several leading probabilists. Leave will be taken at the University of Maryland.

MEN'S AND WOMEN'S BASKETBALL TICKET PRICING

History:

	<u>Men's Program</u>	<u>Women's Program</u>
1983	\$6, \$7, \$8, \$9	
1984		\$4 Adult, \$2 Child
1992		\$2, \$4, \$6
1993	\$7, \$8, \$9	\$7

Proposed:

1994	\$7, \$9, \$10	\$7, \$9, \$10
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09.01

Texas Public Education Grants

- (3) Of the funds set aside by the University, no less than 90 percent shall be used for Texas Public Education grants, and no more than 10 percent shall may be used for emergency loans. The actual amount to be determined each year by the Vice President for Fiscal Affairs in collaboration with the Vice President for Student Affairs or their designees.

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	<u>BOARD RATIFICATION:</u>				
	INSURANCE			125,000	125,000 relates to FY94 excess insurance premiums (0062-45-5301)
	Salary Increases of 10% or more Per Annum:	CURRENT SALARY	NEW SALARY	% INCREASE	
	NONE				

Provost's Report

Thank you, Mr. Chair, Members of the Board. There are three areas of activity that I would like to discuss briefly with you this morning. The first is an update on academic strategic planning, the second, a briefing on some developments in the Graduate School, and finally, a report on the search for a new Dean of Engineering.

When we initiated the academic strategic planning effort we had several goals in mind. The first was to recruit a student body with improved academic skills and qualifications. There is no question that we have achieved and are continuing to achieve this goal. This year's freshman class is the best qualified class academically that has ever entered Texas Tech University. There are several factors related to this success. No doubt the first and foremost is the establishment of the new admission standards. Another factor that has had a significant impact is the growth of the Presidential Scholar's program which has allowed us to attract students from a pool that includes the very best high school graduates, not only in Texas but in other states as well. Another factor whose impact is only now beginning to become apparent, is the growth and development of the university Honor's program.

The second goal of the planning effort was to identify those niches or disciplines where Texas Tech can best match its strengths with opportunities for achieving excellence. We identified several areas and provided enhanced funding for their development. Once again our efforts have paid off. The Biotechnology Institute has become one of the best externally supported research areas in the university. Faculty participating in this effort come mostly from the Departments of Biological Sciences, Chemistry and Biochemistry, and Plant and Soil Science. The Center for Wind Engineering has brought national recognition to the university and is funded now with a special line item appropriation from the Texas Legislature. The Department of Electrical Engineering has continued to advance and has become one of the premiere programs in the state with nationally recognized research initiatives in several areas. Finally, our Department of Human Development and Family Studies is recognized as the best in this part of the country and one of the best in the nation. We need to enhance our support of this program.

Other areas which we are either already funding minimally or are committed to support are the Institute for Environmental Studies, the Fine Arts Doctoral Program, the Honors Program and the Hispanics Studies Institute for which we have sought but have not received external funding.

Our third objective was to address excellence in teaching, and this is the area that is receiving much of our attention presently. A year ago I appointed a productivity task force to address the issue of faculty effectiveness and efficiency during a time of declining resources. The committee, chaired by Dr. John Burns, is making good progress and will submit a final report by the end of this semester. Only a few weeks ago a group of forty-eight faculty members attended a retreat sponsored by my office and the Panhandle South Plains Center for Professional Development and Technology to discuss the improvement of teaching and recognition of teaching excellence at Texas Tech. I now have the summary report from this group of extraordinary teachers which includes a number of suggestions that we plan to implement. Finally in this regard, I am pleased to announce that as part of the University Quality Service Program, President Lawless has agreed to help support the establishment of a Teaching Effectiveness and Resource Center which will serve the faculty by providing support for excellence in teaching in a variety of ways.

All in all, I think we have a good strategic plan and a commitment to make it work and certainly the fact that we have made significant progress during a time of ever decreasing resources is a real credit to the faculty. They are willing to go the extra mile and prove it every day. The planning process is on-going.

My reference to developments in the Graduate School relates to the fact that, regretfully, Dr. Clyde Hendrick has resigned his position as Dean effective August 31, 1995. The good news

is that Dean Hendrick will remain at Texas Tech as a Professor of Psychology and continue his contributions as a productive scholar, a role he never really abandoned during his tenure as Dean. Since Clyde's resignation is not effective until August 31, 1995, we have time to consider some options regarding the organization and structure of graduate education at Texas Tech. I will appoint a committee soon to address this issue.

Finally, I am pleased to report that the interview process for a Dean of the College of Engineering will be completed by mid-November and it is my goal to be able to announce the successful completion of that search and appointment of a new Dean by the end of the calendar year. It is probable that the effective date of appointment can be no sooner than June 1, 1995.

This concludes my report. I'll be happy to respond to any questions.

PRESIDENT'S REPORT

Thank you, Mr. Chairman and members of the Board. You have heard from both Provosts about the enrollment. As Dr. Haragan reported, enrollment this year is at 24,083 which indicates an increase in enrollment for the first time in five years. This increase is particularly exciting to us when you also note that the freshman enrollment has increased approximately 10% for the past two years. This increase in freshmen also brings to Tech increased ACT/SAT scores and higher class rankings. When you look at these indicators about the incoming freshman each year, we can conclude that we have the most qualified and capable students, enmasse, that we have ever had at the University. This is exciting because, when students of this caliber are coupled with our internationally known and quality faculty, we know that we can continue to expect greatness in achievement from our students. Additionally, at the Health Sciences Center, as Dr. Mittermeyer indicated, we have a record high of 1,276 students enrolled with a programmed increase each year of 20 medical students and an increase in enrollment of students in the allied health programs in both Amarillo and Odessa. So, from a numbers standpoint, a solid foundation of quality continues to be enhanced with what we do at the University and the Health Sciences Center.

Next, I would like to briefly address some concerns relevant to those of you who will be serving as regents through the next legislative session. As you know, we have talked many times and have no reason to reiterate the relatively poor standing of the financing of public higher education in the state of Texas. I think this is well recognized and I think members of the legislature realize that we are in relatively bad shape. The members of the legislature are becoming more and more attuned to (or perhaps moved toward), the possibility of setting a floor for tuition, similar to what the floor is now; and shifting to the regents--the governing boards of institutions and systems--the responsibility for determining the tuition levels. They understand that tuition levels may need to go up but they also know that they are in the political process and may wish to shift the responsibility for where that tuition increase comes from. One of the things that you may have to deal with in the future is the concern about tuition. I have spoken with members of the legislature who said that they understood that we need to have a tuition increase, but that in a "no new tax environment" it is very tough to fund higher education, thus the legislature may decide to shift this responsibility to the governing boards.

Another area that may be of concern to you as regents is that of reduced funding, particularly in the area of the medical school. The legislature will continue to look to medical schools to generate more and more of their own funding. As regents, you are going to have to evaluate mechanisms, organizations and structures that will enable our medical school, and the physicians in the medical school, to be competitive in a group practice because the State, in essence, is not going to provide the funds for the school. So, once again, it will be a futuristic endeavor for the Board to grapple with what is done about group practice.

I think the future, at least in terms of funding of higher education, will require from the regents an increased involvement in designing an organizational structure that will consider our needs, and a more direct role in financing and funding the University and the Health Sciences Center. The road ahead is exciting; it is also challenging, with many opportunities. Thank you for your commitment.

TEXAS TECH UNIVERSITY
Lubbock, Texas

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TEXAS TECH UNIVERSITY
Lubbock, Texas

1.

For Information Only: Teaching Appointments
June 16, 1994 to August 31, 1994

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Anderson, Amy B. Assistant Professor	School of Music	9/1/94-5/31/95
Beckett, Amie M. Assistant Professor	Education	9/1/94-5/31/95
Fitzpatrick, Jacki Assistant Professor	Human Development and Family Studies	9/1/94-5/31/95
Henderson, Bette E. Assistant Professor	Merchandising, Environmental Design, and Consumer Economics	1/16/95-5/31/95
Herring, Andy D. Assistant Professor	Animal and Food Science	9/1/94-5/31/95
Ifert, Danette E. Assistant Professor	Communication Studies	9/1/94-5/31/95
Jambor, Elizabeth Assistant Professor	Health, Physical Education, and Recreation	9/1/94-5/31/95
Johnson, Keith Assistant Professor	School of Mass Communications	7/16/94-5/31/95
Lee, Hong Y. Visiting Professor	Agricultural Economics	7/15/94-8/31/94

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Lucas, Don Assistant Professor	School of Music	9/1/94-5/31/95
Major, Wayne F. Visiting Assistant Professor	Health, Physical Education, and Recreation	9/1/94-5/31/95
Melanson, Wayne Visiting Associate Professor	School of Mass Communications	9/1/94-5/31/95
Onay, Lamia Z. Visiting Assistant Professor	Business Administration	7/16/94-8/31/94
Oskam, Judith B. Assistant Professor	School of Mass Communications	9/1/94-5/31/95
Patton, Celeste A. Assistant Professor	English	9/1/94-5/31/95
Scully, Cynthia Associate Professor	School of Music	9/1/94-5/31/95
Shine, Stephanie Assistant Professor	Human Development and Family Studies	1/16/95-5/31/95
Stam, Alan C. Visiting Assistant Professor	Biological Sciences	9/1/94-5/31/95
Stout, Candace J. Associate Professor	Art	9/1/94-5/31/95
Tracy, Lewis M. Visiting Assistant Professor	Classical and Modern Languages and Literatures	9/1/94-5/31/95
Van Buskirk, Joseph Assistant Professor	Biological Sciences	9/1/95-5/31/96

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Wolk, Sheila D. Assistant Professor	School of Music	9/1/94-5/31/95
Zhang, Hong Assistant Professor	Biological Sciences	1/1/95-5/31/95

TEXAS TECH UNIVERSITY
Lubbock, Texas

2.

For Information Only: Teaching Retirements,
Resignations and/or Terminations
June 16, 1994 to August 31, 1994

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Denham, Mary A. Associate Professor	Education	7/31/94
Dense, Jeffrey L. Visiting Assistant Professor	Political Science	7/15/94
Garcia, Claudia L. Assistant Professor	Philosophy	8/31/94
Glenn, Joe E. Assistant Professor	Human Development and Family Studies	7/15/94
Homan, Jacqueline A. Visiting Professor	Biological Sciences	8/31/94
Hower, Milissa A. Visiting Assistant Professor	Animal and Food Science	7/8/94
Kiecker, Pamela L. Assistant Professor	Business Administration	7/15/94
Morey, James H. Assistant Professor	English	8/31/94
Sanchez, Verna C. Assistant Professor	School of Law	8/31/94

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Smith, Samuel H. Visiting Assistant Professor	Classical and Modern Languages and Literatures	8/26/94
Stubbings, Robert G. Visiting Assistant Professor	Political Science	7/15/94
Swain, William N. Visiting Assistant Professor	School of Mass Communications	8/31/94
Walker, Albert Visiting Professor	School of Mass Communications	8/31/94

3. SMALL CLASS REPORT
SUMMER, 1994

DEPARTMENT	COURSE	ENROLLMENT	TITLE	INSTRUCTOR
<u>College of Arts and Sciences</u>				
Art	ART 1325 301	9	DRAWING II: INTRODUCTION	Prater
Chemistry & Biochemistry	CHEM 3106 303	9	ORGANIC CHEMISTRY LABORATORY	Neff
English	ENGL 2307 006	1	INTRODUCTION TO FICTION	Morgan
Geosciences	GEOL 1102 302	3	HISTORICAL GEOLOGY LABORATORY	Nail
Psychology	PSY 1301 001	3	INTRODUCTION TO RESEARCH METHODS	Wilson
<u>College of Business Administration</u>				
Information Systems & Quantitative Sciences	ISQS 2445 505	8	INTRODUCTION TO BUSINESS STATISTICS	Wu
<u>College of Human Sciences</u>				
Education, Nutrition & Restaurant, Hotel Management	RHIM 2308 501	8	HOTEL OPERATIONS	Raley

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

JULY 1, 1994 THROUGH AUGUST 31, 1994

Project Activity	Amount	Source of Funds
Coordinate Regulation of Galacturonate, Digalacturonate Uptake Genes in Erwinia	120,000	DOC ID #ES05947; US Department of Agriculture Agreement #94-37303-0547 CFDA #10.206
IPA Agreement - Steve Demarais	102,800	DOC ID #LM04342; Fort Bliss, Texas US Army - Cultural/Natural Resources Div., Directorate of Environment
Gonadotropic Control of Oocyte Muaturational Competence	111,235	DOC ID #ES05863; National Institute of Child Health and Human Development CFDA #93.110
Arcjet Electrode Degradation Research	167,640 rvsd 829,880	DOC ID #ES05568; National Aeronautics and Space Administration No. NAG3-1172 Supplement #9 CFDA #43.002/Master Account
Paraguayan Mammals and Their Ectoparasites	265,027	DOC ID 3ES05842; National Science Foundation #9400926 CFDA #47.074
Head Start Technical Assistance Support Center - TX and NM	1,054,601 rvsd 1,805,760	DOC ID #ES0560; Department of Health and Human Services Contract #105-93-1588 Mod. No. 04 CFDA #93.000
Environmental Studies Near Sierra Blanca, TX	128,062 rvsd 695,036	DOC ID #ES06035; Merco Joint Venture, Master Account
Fort Davis Renewable Project	607,757 rvsd 685,308	DOC ID #ES05584; Central and Southwest Services RES-2074 Master Account

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

JULY 1, 1994 THROUGH AUGUST 31, 1994

Project Activity	Amount	Source of Funds
Identification of Molecular Markers Linked to Root Penetration in Rice	150,000	DOC ID #ES05761; Rockefeller Foundation, 1994-0001-0255
OIA - Komsomolsk	133,750	DOC ID #LM04577; Komsomolsk- Na-Amure, Oil Refinery
Undergraduate Biological Sciences Education Initiative	378,900 rvsd 987,227	Gifts and Grants Master Account

TEXAS TECH UNIVERSITY
Summary of Revenues by Budget Category - Fiscal Year 1994
August 31, 1994

5.

	Current Budget	Historical Norm	Year-to-Date Actual	Actual to Historical Norm Over(Under)	Actual %	Historical %
EDUCATIONAL AND GENERAL						
General Revenue	\$ 81,929,767	\$ 82,540,107	\$ 82,540,107	\$ 0	100.74%	100.74%
International Cultural Center	1,452,000	1,452,000	1,452,000	0	100.00%	100.00%
TASP Funds-Special Appropriation	0	0	87,666	87,666	0.00%	0.00%
Tuition, net	17,301,677	17,301,677	17,080,503	(221,174)	98.72%	100.00%
Fees	963,007	963,007	1,053,512	90,505	109.40%	100.00%
Sales and Services	38,250	38,250	46,538	8,288	121.67%	100.00%
Indirect Cost, net	1,876,000	1,876,000	2,220,568	344,568	118.37%	100.00%
Organized Activities	171,121	171,121	172,917	1,796	101.05%	100.00%
Extension Courses	673,936	673,936	683,747	9,811	101.46%	100.00%
Time Deposit Interest	800,000	800,000	1,827,616	1,027,616 (1)	228.45%	100.00%
Miscellaneous	110,587	110,587	63,285	(47,302)	57.23%	100.00%
HEAF	10,538,296	10,538,296	10,538,296	0	100.00%	100.00%
Graduate Tuition	2,412,653	2,412,653	2,376,726	(35,927)	98.51%	100.00%
TOTAL EDUCATIONAL AND GENERAL	\$ 118,267,294	\$ 118,877,634	\$ 120,143,481	\$ 1,265,847	101.59%	100.52%
DESIGNATED FUNDS						
General Designated	\$ 56,356,394	\$ 56,356,394	\$ 56,728,597	\$ 372,203	100.66%	100.00%
Designated Service Departments	19,208,708	19,208,708	18,812,426	(396,282)	97.94%	100.00%
TOTAL DESIGNATED FUNDS	\$ 75,565,102	\$ 75,565,102	\$ 75,541,023	\$ (24,079)	99.97%	100.00%
AUXILIARY FUNDS						
Pledged Auxiliary Funds	\$ 40,329,310	\$ 40,329,310	\$ 39,928,000	\$ (401,310)	99.00%	100.00%
Non-Pledged Auxiliary Funds	8,692,467	8,692,467	8,600,985	(91,482)	98.95%	100.00%
TOTAL AUXILIARY FUNDS	\$ 49,021,777	\$ 49,021,777	\$ 48,528,985	\$ (492,792)	98.99%	100.00%
CURRENT RESTRICTED FUNDS						
CONTRACTS, GRANTS, AND GENERAL						
Federal Programs	\$ 10,501,900	\$ 10,501,900	\$ 9,902,000	\$ (599,900)	94.29%	100.00%
State Programs	2,856,600	2,856,600	2,700,046	(156,554)	94.52%	100.00%
Private Programs	12,051,900	12,051,900	12,755,229	703,329	105.84%	100.00%
TOTAL CONTRACTS, GRANTS, AND GENERAL	\$ 25,410,400	\$ 25,410,400	\$ 25,357,275	\$ (53,125)	99.79%	100.00%
STUDENT AID						
Federal Financial Aid	\$ 9,274,700	\$ 9,274,700	\$ 7,549,035	\$ (1,725,665) (2)	81.39%	100.00%
Scholarships and Fellowships	2,362,200	2,362,200	3,258,705	896,505	137.95%	100.00%
TOTAL STUDENT AID	\$ 11,636,900	\$ 11,636,900	\$ 10,807,740	\$ (829,160)	92.87%	100.00%
TOTAL CURRENT RESTRICTED FUNDS	\$ 37,047,300	\$ 37,047,300	\$ 36,165,015	\$ (882,285)	97.62%	100.00%
TOTAL REVENUES	\$ 279,901,473	\$ 280,511,813	\$ 280,378,504	\$ (133,309)	100.17%	100.22%

NOTE: SEE PAGE 3 OF 3 FOR MAJOR VARIANCE EXPLANATIONS.

TEXAS TECH UNIVERSITY
Summary of Expenditures by Budget Category - Fiscal Year 1994
August 31, 1994

	Current Budget	Historical Norm	Year-to-Date Actual	Actual to Historical Norm Over(Under)	Actual %	Historical %
EDUCATIONAL AND GENERAL						
General Administration	\$ 5,449,498	\$ 5,449,498	\$ 5,326,708	\$ (122,790)	97.75%	100.00%
General Institutional Expense	1,653,190	1,653,190	1,627,728	(25,462)	98.46%	100.00%
Staff Benefits	3,018,791	3,018,791	2,788,834	(229,957)	92.38%	100.00%
OASI	1,900,000	1,900,000	1,794,722	(105,278)	94.46%	100.00%
Faculty Salaries	46,512,507	46,512,507	46,440,616	(71,891)	99.85%	100.00%
Departmental Operating Expense	8,650,209	8,650,209	8,563,982	(86,227)	99.00%	100.00%
Instructional Administration	2,912,165	2,912,165	2,909,173	(2,992)	99.90%	100.00%
Library	931,080	931,080	929,729	(1,351)	99.85%	100.00%
Organized Research	1,961,085	1,961,085	1,452,839	(508,246)	74.08%	100.00%
Physical Plant	8,298,347	8,298,347	8,164,045	(134,302)	98.38%	100.00%
Purchased Utilities	9,208,726	9,208,726	8,671,389	(537,337)	94.16%	100.00%
Scholarships	189,081	189,081	173,811	(15,271)	91.92%	100.00%
Special Items	4,663,792	4,663,792	4,608,115	(55,677)	98.81%	100.00%
International Cultural Center	3,831,400	3,831,400	3,600,715	(230,685)	93.98%	100.00%
West Texas Legal Resource Center	2,847,258	2,847,258	2,852,850	5,592	100.20%	100.00%
Bond Retirement	2,303,370	2,303,370	2,120,766	(182,604)	92.07%	100.00%
Other	1,780,315	1,780,315	1,399,260	(381,055)	78.60%	100.00%
HEAF	13,487,817	13,487,817	12,849,747	(638,070)	95.27%	100.00%
Graduate Tuition	3,424,623	3,424,623	2,278,669	(1,145,954) (3)	66.54%	100.00%
TOTAL EDUCATIONAL AND GENERAL	\$ 123,023,254	\$ 123,023,254	\$ 118,553,697	\$ (4,469,557)	96.37%	100.00%
DESIGNATED FUNDS						
General Designated	\$ 50,497,551	\$ 50,497,551	\$ 49,534,113	\$ (963,438)	98.09%	100.00%
Designated Service Departments	20,776,247	20,776,247	19,849,192	(927,055)	95.54%	100.00%
TOTAL DESIGNATED FUNDS	\$ 71,273,798	\$ 71,273,798	\$ 69,383,305	\$ (1,890,493)	97.35%	100.00%
AUXILIARY FUNDS						
Pledged Auxiliary Funds	\$ 40,797,142	\$ 40,797,142	\$ 40,041,317	\$ (755,825)	98.15%	100.00%
Non-Pledged Auxiliary Funds	8,720,082	8,062,135	7,628,770	(433,365)	87.49%	92.45%
TOTAL AUXILIARY FUNDS	\$ 49,517,224	\$ 48,859,277	\$ 47,670,087	\$ (1,189,190)	96.27%	98.67%
CURRENT RESTRICTED FUNDS						
CONTRACTS, GRANTS, AND GENERAL						
Federal Programs	\$ 10,501,900	\$ 10,501,900	\$ 11,163,894	\$ 661,994	106.30%	100.00%
State Programs	2,856,600	2,856,600	2,771,419	(85,181)	97.02%	100.00%
Private Programs	12,051,900	12,051,900	12,290,421	238,521	101.98%	100.00%
TOTAL CONTRACTS, GRANTS, AND GENERAL	\$ 25,410,400	\$ 25,410,400	\$ 26,225,734	\$ 815,334	103.21%	100.00%
STUDENT AID						
Federal Financial Aid	\$ 9,274,700	\$ 9,274,700	\$ 8,136,010	\$ (1,138,690) (4)	87.72%	100.00%
Scholarships and Fellowships	2,362,200	2,362,200	2,502,286	140,086	105.93%	100.00%
TOTAL STUDENT AID	\$ 11,636,900	\$ 11,636,900	\$ 10,638,296	\$ (998,604)	91.42%	100.00%
TOTAL CURRENT RESTRICTED FUNDS	\$ 37,047,300	\$ 37,047,300	\$ 36,864,030	\$ (183,270)	99.51%	100.00%
TOTAL EXPENDITURES	\$ 280,861,576	\$ 280,203,629	\$ 272,471,119	\$ (7,732,510)	97.01%	99.77%
NET REVENUES OVER (UNDER) *	\$ (960,103)		\$ 7,907,384			

NOTE: SEE PAGE 3 OF 3 FOR MAJOR VARIANCE EXPLANATIONS.

TEXAS TECH UNIVERSITY
Explanation of Revenue and Expenditure Variances – Fiscal Year 1994
August 31, 1994

*Budgeted Expenditures exceed Budgeted Revenue due to authorized
carryforward of prior year budget balances

VARIANCES ARE DUE TO:

- (1) Balances available for investment greater than originally budgeted.
- (2) Change in Federal requirements for Pell Grants resulting in smaller
letter of credit drawdowns.
- (3) Unexpended budget authority resulting from the carryforward of prior
year balances.
- (4) Change in Federal requirements for Pell Grants resulting in decreased
awards to students.

6.

**Board of Regents
Texas Tech University
October 14, 1994**

INFORMATION ITEM

**Report of Award of Contracts
to Minority-Owned and Women-Owned Businesses
for the Cost of Issuance of Bonds
and the Items to be Financed By Such Bonds**

Section 55.03 of Chapter 55, "Financing Permanent Improvements" of the Texas Education Code provides that an institution of higher education make a good faith effort to award at least 25 percent of the total costs of issuing bonds and 25 percent of the items to be financed from such bonds to minority-owned and women-owned businesses. The statute further provides that a written report of the award of these contracts be filed with the Governor and each House of the Legislature by October 31 of each academic year.

During the academic year just completed, Texas Tech University and Texas Tech University Health Sciences Center had only one bond issue, the \$46,420,000 "Board of Regents Texas Tech University Revenue Financing System Refunding Bonds, First Series (1993)".

- A. The total issue costs of the bonds was \$278,933.20. There were nine (9) contracts awarded for these costs, of which four (4) were to minority-owned businesses amounting to \$81,454.02 or 29.2% of the total issue costs.
- B. Since these bonds were for a current/advanced refunding issue, none of the proceeds could be used for any other purpose.

7a. Midland Marketing Corporation - Purchase of Natural Gas
(April 1, 1994; Item M93)

GAS SALES AGREEMENT

DATED EFFECTIVE AS OF SEPTEMBER 1, 1994

BETWEEN

MIDLAND MARKETING CORPORATION

AND

TEXAS TECH UNIVERSITY AND
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

GAS SALES AGREEMENT

This Gas Sales Agreement dated this 6th of April, 1994, by and between Texas Tech University, hereinafter called "Buyer," and Midland Marketing Corporation, a Delaware Corporation, hereinafter called "Seller," each referred to from time to time herein as "Party" or collectively as "Parties."

W I T N E S S E T H :

WHEREAS, Buyer is actively seeking supplies of natural gas; and

WHEREAS, Seller has gas supplies available which Seller desires to sell to Buyer; and

WHEREAS, Seller and Buyer desire to enter into an agreement relating to the sale and purchase of natural gas, all as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Seller and Buyer hereby mutually agree as follows:

ARTICLE I

Term

1.1 This Agreement shall become effective on September 1, 1994 through August 31, 1996.

ARTICLE II

Form of Contract

2.1 The Parties recognize that the gas will be sold on a firm basis by Seller and will be purchased on a firm basis by Buyer.

2.2 This Agreement is subject to the Act of July 30, 1991, 72nd Legislature, First Called Session, Chapter 3, 1991 Texas Session Law Service 4, 71 (to be codified at Texas Natural Resource Code, Section 31.401 and Section 31.402); and to mutual review and acceptance by the General Land Office and Buyer.

ARTICLE III

Quantity

3.1 Seller agrees to sell and deliver and Buyer agrees to buy and receive, on a firm basis, the quantities requested by Buyer and agreed to by Seller during term of this agreement.

3.2 The quantity of natural gas delivered by Seller to Buyer shall be specified in the Exhibit "A" and shall be made part of this Agreement. Should the cogeneration facility located on the Texas Tech campus go off-line, Seller is obligated to furnish up to an additional 1400 MMBTU'S per day at the agreed upon price stated in Exhibit "A" for up to thirty-three days per year during the term of this agreement. The 1400 MMBTU'S per day increase shall be calculated from the gas flow from the twenty four hour period preceeding the cogeneration shut down. The price for any excess volumes shall be negotiated in good faith between the two parties.

ARTICLE IV

Price

4.1 The price to be paid by Buyer for gas caused to be delivered to Buyer by Seller hereunder shall be specified in the Sale Exhibit in effect for the period of Delivery.

4.2 The price specified in a Sale Exhibit shall include, among other things, charges for third party transportation and gathering services upstream of the Delivery Points (and related costs), if any, applicable to the Delivery Period and in effect on the first day of the Delivery Period. Such price shall not be adjusted to reflect the effect of any refund or retroactively effective rate change applicable to such services.

ARTICLE V

Title and Delivery Point(s)

5.1 Seller shall arrange for the delivery of gas hereunder to the Delivery Point(s) to be determined and identified in a Sale Exhibit or at other mutually agreeable Delivery Point(s). Gas will be delivered at a pressure sufficient to effect delivery at the Delivery Point(s). Title to all gas sold hereunder shall pass to Buyer at the Delivery Point(s).

5.2 As between the Parties hereto, Seller shall be deemed to be in exclusive control and possession of the gas and shall be responsible for and indemnify, defend and hold Buyer harmless with respect to any losses, injuries, claims, liabilities or damages occurring while the gas is in Seller's possession until the same shall have been delivered to Buyer at the Delivery Point(s). Upon receipt of the gas at the Delivery Point, Buyer shall be deemed to be in exclusive control and possession of the gas and shall indemnify, defend and hold Seller harmless with respect to any subsequent losses, injuries, claims, liabilities or damages occurring while the gas is in Buyer's possession.

5.3 As between the Parties hereto, Seller shall pay all charges of third party transporters, if any, required to transport the gas to the Delivery Point(s). Buyer shall contract with and pay all charges of third party transporters, if any, required to transport gas downstream from the Delivery Point(s).

ARTICLE VI

Nominations

6.1 Prior to commencement of deliveries, Buyer agrees to provide Seller with its nomination of desired quantities. Buyer's nomination shall remain in effect for the Period of Delivery unless changed by Buyer. All nominations and changes in Buyer's nominations shall be made within a sufficient time to allow Seller to make its nominations to all transporting pipelines in accordance with the nomination requirements specified in the transporting pipeline's tariff.

6.2 To facilitate Seller's load dispatching, Buyer, to the extent practicable, shall advise Seller in advance of any anticipated substantial change in gas requirements.

ARTICLE VII

Billing and Payment

7.1 Seller shall, on or before the 10th day of the month, furnish Buyer with the necessary statements showing the quantities of gas delivered during the preceding month, adjusted as provided herein, and the amount due for such gas. Buyer shall pay Seller, by wire transfer, on or before the 25th day of each month for all gas delivered

during the preceding month. If the date on which payment is due falls on a non-business day, the date when payment is due shall be extended to the next business day.

If the actual total quantities are not available by the billing date, Seller shall bill on an estimated basis and Buyer shall pay the amount of such estimate. The estimates will be corrected to actual totals on the forthcoming month's billing or as soon thereafter as actuals are available. If the statement from Seller is late, time for payment shall be extended for a like period. Failure to make timely payment to Seller shall result in the accrual of interest on the unpaid portion at a rate equal to the lesser of (i) the then effective prime rate of interest charged by Citibank, N.A., New York, N.Y., or (ii) the maximum lawful rate of interest. If Buyer, in good faith, shall dispute the amount of any such statement or part thereof Buyer shall pay to Seller such amounts as it concedes to be correct. If it is determined that Buyer owes the disputed amount, Buyer will pay Seller that amount with interest immediately upon such determination.

7.2 If Buyer fails to make timely payment, Seller, in addition to any other remedy it may have, may suspend further sale and delivery of gas until such amount, including interest, is paid.

ARTICLE VIII

Measurement

8.1 Gas delivered at the Delivery Point(s) hereunder shall be measured at pipeline pressures and corrected to the unit of measurement which shall be one million British Thermal Units (MMBtu). One (1) Btu shall mean one British Thermal Unit and is defined as the amount of heat required to raise the temperature of one (1) pound of water from fifty-nine degrees Fahrenheit (59 degrees F) to sixty degrees Fahrenheit (60 degrees F) at a consistent pressure of fourteen and seventy-three one-hundredths pounds per square inch absolute (14.73 psia). Total Btu's shall be determined by multiplying the total volume of natural gas delivered times the gas heating value expressed in Btu's per cubic foot of gas adjusted on a dry basis. The method of measurement of the volume of gas sold to buyer, whether by individual meter or by allocation, shall be the same measurement as used by the third party transporter designated by Buyer and the Parties agree to accept such transporter's measurements for purposes of this Agreement.

ARTICLE IX

Quality

9.1 All gas delivered by Seller at the Delivery Point(s) shall conform to the following specifications:

- (a) Liquids: The gas shall be commercially free from water and hydrocarbons in liquid form.
- (b) Hydrogen Sulfide: The gas shall not contain more than one (1) grain of hydrogen sulfide per one hundred (100) cubic feet.
- (c) Organic Sulfur: The gas shall not contain more than ten (10) grains of organic sulfur per one hundred (100) cubic feet.
- (d) Carbon Dioxide: The gas shall not contain more than one percent (1%) carbon dioxide by volume.
- (e) Dust, Gums, etc.: The gas shall be commercially free of dust, gums and other solid matter.
- (f) Water Vapor: The gas shall not contain more than seven (7) pounds of water in the vapor phase per million cubic feet.

- (g) Heating Value: The gas shall have a gross heating value of not less than one thousand (1000) Btu's per cubic foot.
- (h) Temperature: The temperature of the gas shall not exceed one hundred (100) degrees Fahrenheit.
- (i) Oxygen: The gas shall not contain more than two-tenths of one percent (0.2%) oxygen by volume.

9.2 If any of the gas delivered by Seller hereunder shall fail to conform to the quality standards described above, Buyer, as its sole remedy, may refuse to accept further deliveries of any gas hereunder; provided, however, that, prior to such refusal to accept further deliveries, Buyer has notified Seller in writing of such nonconformity and Seller has failed to correct such nonconformity within ten (10) days after receipt of such notice.

9.3 The gross heating value as determined by the Seller shall be corrected from the conditions of testing and analysis to that of the actual condition of the gas as delivered, expressed in BTUs per cubic foot and reported at a pressure base of 14.73 psia at 60° Fahrenheit on a dry basis when the gas as delivered contains seven (7) pounds of water or less per one million cubic feet.

ARTICLE X

Warranty

10.1 Seller warrants good title to the gas delivered hereunder, that Seller has the lawful authority to sell such gas, and that such gas is free from all liens and adverse claims.

ARTICLE XI

Succession and Assignment

11.1 This Agreement shall inure to and be binding upon the successors and assigns of the Parties hereto; provided, however, that neither Party shall assign this Agreement and its rights hereunder without first having obtained the written approval of the other Party, which approval shall not be withheld unreasonably. Notwithstanding the foregoing, and without relieving the assignor of liability hereunder, either Party may assign this Agreement to an affiliate without the prior consent of the other Party.

ARTICLE XII

Force Majeure

12.1 In the event either Buyer or Seller is rendered unable, by an event of Force Majeure, to carry out wholly or in part its obligations under the provisions hereunder, it is agreed that if such Party gives notice and full particulars of such event of Force Majeure to the other Party as soon as possible after the occurrence of the cause relied on, then the obligations of the Party affected by such event of Force Majeure, other than the obligation to make payments then due hereunder, shall be suspended during the continuance of any such inability so caused but for no longer period, and such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. The

term "Force Majeure" as employed herein shall mean acts and events not reasonably within the control of the Party claiming suspension.

ARTICLE XIII

Taxes

13.1 Seller shall be responsible for all taxes levied on gas delivered to Buyer hereunder while title to said gas remains with Seller; Seller shall indemnify, defend and hold Buyer harmless from any liability or obligation for the payment of same. Buyer shall be responsible for all taxes levied upon said gas after title to said gas passes to Buyer; Buyer shall indemnify, defend and hold Seller harmless from any liability or obligation for the payment of same.

ARTICLE XIV

Penalties

14.1 It is understood that the natural gas purchased and sold hereunder may be transported by third party pipelines. If on any day Seller delivers, or causes to be delivered for Buyer's account at the Delivery Point(s), a quantity of gas that is greater or less than that nominated and scheduled by Seller for delivery to, and by Buyer for transportation by, the pipeline(s) utilized by Buyer, and such variance in deliveries causes Buyer or Seller to incur a penalty as levied by either Party's transporting pipeline(s), Seller agrees to bear and pay such penalties. Buyer shall bear and pay all penalties which are assessed by Seller's or Buyer's transporting pipeline(s) against Buyer or Seller as a result of Buyer's failure to accept delivery of the quantity and/or Btu content of gas which Buyer, in accordance with the nomination procedures in effect at the time, agreed to accept at the Delivery Point(s).

14.2 Seller shall be considered in breach of this Agreement, with the exceptions of those instances described in Article 3.2 and Article 12.1, if nominated quantities are not delivered to Buyer from Seller. Buyer shall be considered in breach of this Agreement, with the exceptions of those instances described in Article 3.2 and Article 12.1, if quantities purchased by Buyer from Seller are not equal to or greater than the sum of 100% of Buyer's natural gas requirements.

ARTICLE XV

Miscellaneous

15.1 The sale and delivery of gas by Seller and the purchase and receipt thereof by Buyer are subject to all valid legislation with respect to the subject matter hereof and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

15.2 This Agreement sets forth all understandings between the Parties respecting the terms and conditions of this transaction. All prior agreements, understandings, representations, whether consistent or inconsistent, oral or written, concerning this transaction are merged into and superseded by this written Agreement. No modification or amendment of this Agreement shall be binding on either Party unless in writing and signed by the Parties.

15.3 Buyer, upon request, shall furnish Seller such reasonable data that is necessary for billing purposes.

15.4 The Parties may by mutual written agreement waive any provision herein, however, a waiver shall not be construed to constitute a continuing waiver

hereunder and furthermore, a waiver by either Party of one or more defaults by the other Party in performance of any provision of this Agreement shall not operate or be construed as a waiver of any default or defaults, whether of a like or different character.

15.5 Each Party agrees that it will maintain this Agreement, and all parts and contents of this Agreement, in strict confidence and that it will not cause or permit the disclosure thereof to any third party without the express written consent of the other Party; provided however, that disclosure without prior consent shall be permitted in the event and to the extent that (i) such information has already become public through no act or omission on the part of either Party, (ii) such disclosure is reasonably required in order to obtain transportation or (iii) a Party is required by a court or agency exercising jurisdiction over the subject matter hereof, by order or by regulation, to disclose; provided further, that in the event either Party becomes aware of a judicial or administrative proceeding that has resulted or may result in such an order requiring disclosure, it shall so notify the other Party immediately.

15.6 Each Party hereto agrees to maintain any equipment owned by it and used in the performance of its obligations herein in good, safe, and efficient operating condition and repair.

ARTICLE XVI

Notices

16.1 Any notice, request, demand, statement, bill or payment provided for in this agreement, or any notice which a Party may desire to give to the other, shall be in writing and shall be deemed delivered as of the postmark date when mailed by ordinary mail to the other Party. A notice sent by facsimile shall be deemed received one (1) business day after such notice was sent. The addresses of the Parties are as follows:

(a) NOTICES AND PAYMENTS TO SELLER:

Midland Marketing Corporation
P.O. Box 3426
Midland, TX 79707
Attn: J.K. Freeman
Telephone: (915) 683-4769
Facsimilie: (915) 686-4088

(b) NOTICES AND BILLINGS TO BUYER:


Texas Tech University
Physical Plant - Financial Services
P.O. Box 43142
Lubbock, TX 79409-3142
Telephone: (806) 742-3808
Facsimilie: (806) 742-3881

(c) PAYMENT TO SELLER:

PAYMENT BY WIRE TRANSFER:



MIDLAND MARKETING CORPORATION
NATIONS BANK OF TEXAS
423 007 8857
ABA # 111000025

BUYER:
Texas Tech University

By: 
Dr. Robert W. Lawless

Title: President

SELLER:
Midland Marketing Corporation

By:  
J.K. Freeman

Title: President

EXHIBIT "A"
MIDLAND MARKETING CORPORATION
CONTRACT NO. S-1115

This exhibit is for all purposes attached to and made a part of that certain Gas Purchase Agreement dated April 6, 1994, by and between Texas Tech University as Buyer and Midland Marketing Corporation, as Seller.

PURCHASE PERIOD:

PURCHASE PRICE:

DAILY PURCHASE VOLUME:

TRANSPORTER:

POINT OF DELIVERY:

MEASURING PARTY:

PRESSURE BASE:

ACCEPTED AND AGREED TO

THIS _____ DAY OF
_____, 1994

ACCEPTED AND AGREED TO

THIS _____ DAY OF
_____, 1994

BUYER:

Texas Tech University

SELLER:

MIDLAND MARKETING CORPORATION

BY: _____
NAME: _____
TITLE: _____

BY: _____
J.K. Freeman
President

EXHIBIT "A"
MIDLAND MARKETING CORPORATION
CONTRACT NO. S-

This exhibit is for all purposes attached to and made a part of that certain Gas Purchase Agreement dated April 6, 1994, by and between Texas Tech University as Buyer and Midland Marketing Corporation, as Seller.

PURCHASE PERIOD: September 1, 1994 - August 31, 1996

PURCHASE PRICE: September 1, 1994 - August 31, 1995 = \$2.17 per MMBTU'S
September 1, 1995 - August 31, 1996 = \$2.29 per MMBTU'S

DAILY PURCHASE VOLUME: 100% full requirements - Baseload

TRANSPORTER: Northern Natural Gas

POINT OF DELIVERY: Interconnect between Northern Natural Gas and Power
Tex/Hudson in Hockley Co., Texas NNG POI # 36383

MEASURING PARTY: Northern Natural Gas

PRESSURE BASE: 14.73

SPECIAL PROVISIONS: Midland Marketing Corporation will provide consolidated
invoice for both gas supply and transportation.

ACCEPTED AND AGREED TO
THIS 22nd DAY OF
August, 1994

BUYER:
Texas Tech University

BY: [Signature]
NAME: [Redacted]
TITLE: Dr. Robert W. Lawless,
President

ACCEPTED AND AGREED TO
THIS _____ DAY OF
_____, 1994

SELLER:
MIDLAND MARKETING CORPORATION [Signature]

BY: [Signature]
K. Freeman
President

REVIEWED FOR FISCAL IMPLICATIONS

[Redacted] Don E. Cosby, Vice President for Fiscal Affairs

Date: 8-19-94 [Signature]

REVIEW FOR FORM

[Redacted] Pat Campbell, Vice President and General Counsel

AGREEMENT

The Agreement, made and entered into this 14th day of April, 1994, 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:

HEREAS, 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

HEREAS, 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

HEREAS, 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

HEREAS, 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 eleven (11) buses will be provided by the Company during the period beginning September 1, 1994, and terminating on August 31, 1995, 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:

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 shall be instituted by Company within five (5) days after receipt of written notice from University. Initial service, commencing on September 1, 1994, shall be on a schedule provided by the University prior to that date.

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.

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.

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.

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 and 50/100 Dollars (\$30.50) per hour base rate for the academic year (1994-1995) for each bus used in said service, and Company shall endeavor to provide a minimum of 13,500 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 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 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

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 to 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

1. 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.
- .. 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 service. 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 30th day of May, 1994.

TEXAS TECH UNIVERSITY

CITY TRANSIT MANAGEMENT CO., INC.



Dr. Robert W. Lawless, President


John L. Wilson, Vice President

Date: 5/27/94

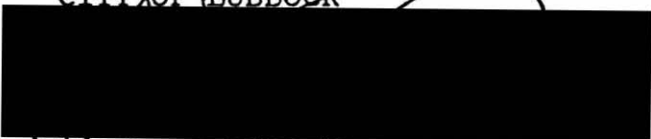
ACKNOWLEDGED AND AGREED TO

REVIEWED FOR FISCAL IMPLICATIONS


Chief Fiscal Officer

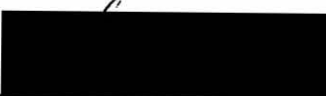
Date: 5-26-94

CITY OF LUBBOCK



David R. Langston, Mayor

ATTEST:


REVIEWED FOR FORM
TEXAS TECH UNIVERSITY


General Counsel

Date: 5-26-94


Betty M. Johnson, City Secretary

APPROVED AS TO CONTENT:


Larry Hoffman,
Director of Transportation

APPROVED AS TO FORM:



Harold Willard,
Assistant City Attorney

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 for bus service on the campus of Texas Tech University at Lubbock, Texas, and City Transit Management Company, Inc., attached herewith, 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 14th day of April, 1994.


DAVID R. LANGSTON, MAYOR


ATTEST:


Betty M. Johnson
City Secretary

APPROVED AS TO CONTENT:


Larry V. Hoffman, Director of
Transportation

APPROVED AS TO FORM:


Harold Willard, Assistant
City Attorney

7c. Chaparral Graphics Group, Inc. - Printing of "The University Daily"
(May 13, 1994; Item M119)

Contract No. MU2006
Account Number: 0373-46-2401

AGREEMENT

made this 1st day of June, in the year of Nineteen Hundred Ninety Four

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Robert W. Lawless, President, and Chaparral Graphics Group, Inc., Lubbock, Texas, the Contractor.

The Owner and the Contractor agree as set forth below:

TERMS AND CONDITIONS

1. The Contract Documents consist of this Agreement, Publications Proposal and Quotation. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. The Contractor shall furnish all materials and labor necessary to print The University Daily according to all terms, conditions, specifications and prices described in the proposal form prepared by Texas Tech University and completed by the Contractor all in accordance with the Contract Documents.
3. Owner will give Contractor notice of at least one month on all items on which Owner retains option to change.
4. The Work to be performed under this Contract will begin with the publication of the first issue for the Fall semester, 1994, and shall continue until completion of the publications for the Summer of 1996.
5. For the materials and labor necessary for production of the completed issues in accordance with the conditions and requirements set forth in this contract, the Owner will pay the Contractor according to the prices shown in the bid proposal.
6. No payment will be made for any charge not listed in the bid.
7. All billing shall be in exact accordance with the prices quoted in this proposal. For any additional expense or additional work not

covered in the proposal, the Contractor will supply a written quotation upon request and no such work will be done until the Contractor has received written authorization for such work.

8. Contractor must have in plant adequate equipment and personnel to produce The University Daily in the time frame required. The University Daily is a broad sheet publication 6 columns by 21 inches with a current page width of 13 inches and published Monday through Friday during the long semesters. A tabloid, 5 columns by 13 inches with a current page width of 11 inches is published twice a week during the summer. Circulation is 17,000 during the long terms and 7,000 during the summer.
9. Working from camera-ready mechanicals produced in The University Daily's own composition facility, Contractor must shoot and strip page negatives, strip halftones, make plates and print and compile the newspaper, providing all materials to handle such operations, including newsprint.
10. If necessary, Contractor also must shoot -- upon request and for an additional fee as indicated in the bid proposal -- halftones, reverses, and enlargements and reductions. Contractor will process in minimum time required.
11. Using Contractor's transportation, Contractor must pick up camera-ready pages at a time agreeable to Contractor and the Director of Student Publications, and deliver the entire press run of the newspaper to the Journalism Building on the Texas Tech campus by 6:00 a.m. each day of publication.
12. Contractor must insert all advertising and editorial supplements for the additional fee indicated in the bid proposal, unless the Staff of The University Daily makes arrangements to handle task otherwise.
13. Contractor must have equipment capable of printing second, third and fourth colors for fees as indicated in the bid proposal.
14. Contractor must agree to follow production schedule established by The University Daily staff in consultation with the Contractor and accept same as merely a guideline, not a guarantee. Publishing schedule for the year will be provided by August 1 of each year.
15. Contractor agrees to supply all full-size and tabloid paste-up sheets, insertion orders, layout pasteup grids and forms necessary for publication of The University Daily.
16. Contractor must pay cost of running a corrected advertisement in all cases where an incorrect advertisement resulted from Contractor's error.

17. Workmanship and delivery must be of the highest quality and acceptable to the Editor, Production Manager and Director of Student Publications.
18. Insurance: All coverage must be provided on an occurrence basis, rather than claims made, and be provided through companies who have a minimal "Best's" rating of A with a financial size category of X. The company must also be authorized to do business in the State of Texas and be acceptable to the Director of Contracting and Risk Management. The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by the Director of Contracting and Risk Management. Acceptance of the insurance certificates by the Director of Contracting and Risk Management shall not relieve or decrease the liability of the Contractor.

The Contractor shall provide and maintain, until the Work covered in the Contract is completed and accepted by the Owner, the minimum insurance coverage as follows:

TYPE OF COVERAGE	LIMITS OF LIABILITY
1. Worker's Compensation	Statutory
2. Employer's Liability	\$100,000/\$100,000/\$500,000
3. Comprehensive General Liability	
a. Bodily Injury	\$500,000 each occurrence
b. Property Damage	\$100,000 each occurrence \$300,000 aggregate
4. Comprehensive Automobile Liability	
a. Bodily Injury	\$300,000 each person \$500,000 aggregate
b. Property Damage	\$300,000 each occurrence

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

20. Contractor must accept the Owner's right to terminate or renegotiate the contract at the close of any semester or summer term because of any unexpected shortfall in revenue from student fees or advertising.

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

OWNER
TEXAS TECH UNIVERSITY

CONTRACTOR
CHAPARRAL GRAPHICS GROUP, INC.

By: _____
Robert W. Lawless
President

Date: 6-29-94

Date: 5/27/94

REVIEWED FOR FISCAL IMPLICATIONS

Don E. Cosby, Vice President
for Fiscal Affairs

Date: 5-26-94

REVIEWED FOR FORM

Pat Campbell, Vice President
and General Counsel

Date: 5-26-94

3:83

7d. Lovell Company, Inc. - Video game machine maintenance
(May 13, 1994; Item M121)

Contract No. MU2005

THIS AGREEMENT, made and entered into by and between Lovell Company, Inc., Lubbock, Texas, hereinafter referred to as the "Contractor" and Texas Tech University, Lubbock, Texas, hereinafter referred to as the "University".

WHEREAS, the Contractor is desirous of providing, maintaining and servicing coin operated electronic game machines in residence halls and the University is desirous of such installation for the benefit of residence hall occupants;

NOW, THEREFORE, in consideration of the premises and promises herein contained, the parties agree that:

1. The Contractor shall install electronic game machines in adequate quantities in the following locations but, in any event, shall provide the minimum number of machines per locations as indicated. The minimum number of machines required at each location may be reduced only after receiving written permission of the University.

<u>Residence Halls</u>	<u>Minimum Number of Machines</u>
Murdough	8
Sneed	14
Doak	2
Weymouth	16
Horn	3
Knapp	1
Wall	2
Gates	2
Gaston	2
Clement	5
Coleman	6

2. Game machines may be added, changed or removed upon mutual agreement of the two parties.
3. The Contractor shall supply dollar change machines in residence halls when deemed feasible.
4. The University will provide adequate electrical energy for the game machines at no cost to the Contractor.
5. Contractor agrees to keep new or fairly new equipment installed during the full period of the agreement.
6. Maintenance and services of the machines will be handled in the following described manner:

The hours for service will be from 9:00 a.m., through 5:00 p.m., Monday through Friday. Within these hours, daily service calls will be made to repair all machines which are not fully operational. All machines on location are to be completely cleaned and serviced weekly during the full school year and every two (2) weeks during the summer. Normal wear and tear will be repaired at Contractor's expense.

7. The University will receive fifty percent (50%) of gross revenue from the machines, less taxes and license fees due the State of Texas and any mutually agreed to amount, depending upon each circumstance, from abuse, theft or abnormal wear of the machines. Collections from machines will be made at least once each week in the presence of Residence Hall Office personnel in each Hall.
8. The University will provide locks for each coinbox which shall be accessible only by University personnel. The University shall not be responsible for any monies lost from these boxes.
9. Payment to the University will be made each time the Contractor removes money from the game machines which shall be at least once each week, except during official University holidays. Special arrangements for money removal will be made with the Associate Director of Housing for Student Services for holidays. A detailed report of gross revenue from each machine and Residence Hall must be made at least once each week.
10. Contractor shall reimburse the University for any monies refunded to game machine users at least once each week.
11. The Contractor shall hold Texas Tech University harmless from any and all claims and awards resulting from the providing of game machines on the campus and shall indemnify Texas Tech University for all such claims and awards including attorney's fees. The contract shall also provide adequate liability insurance coverage showing the University as a named insured.
12. Any machines on location that are over twelve (12) months past their release date must be there with the consent of the University. Otherwise, these games must be replaced with more current machines.
13. Fidelity bonds must be provided on all of the Contractor's employees who have access to the machines located in the Residence Halls in the amount of \$10,000.
14. The Contractor shall execute a performance bond issued by a surety company authorized to do business in this state and acceptable to the University in the amount of \$5,000 payable to the State, and conditioned on the faithful performance of the obligations, agreements and covenants of the agreement.

15. The Contractor must provide a current financial statement prepared by a certified public accountant at the time of contracting with Texas Tech University.

The Contractor shall provide annual payment statements based on sales tax reports. The report must be certified by a certified public accountant.

16. This contract is not transferable or assignable except upon written approval of the University.

17. The period of the contract will be from September 1, 1994 through August 31, 1997. The contract may be extended for one (1) year, upon mutual agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract at Lubbock, Texas, in triplicate, each of which shall be considered an original, by their duly appointed officers.

TEXAS TECH UNIVERSITY

By:


Robert W. Lawless

Date:

5/27/94


REVIEWED FOR FISCAL IMPLICATIONS


Don E. Cosby, Vice President
for Fiscal Affairs

Date:

5-26-94

REVIEWED FOR FORM AND CONTENT


Pat Campbell, Vice President
and General Counsel

Date:

5-26-94

LOVELL COMPANY, INC.

By:


Charles Lovell, President

Date:

5/31/94

7e. Pepsi-Cola Company - Supply canned soft drinks to UC
(August 12, 1994; Item M145)

Contract No. MU2160

AGREEMENT

made this 23rd day of August 1994, by and between Texas Tech University, hereinafter referred to as the "University" and Pepsi-Cola Company hereinafter referred to as the "vendor".

WHEREAS, the vendor is desirous of making available to the University soft drink vending machines sales on the premises of the University located in Lubbock, Texas.

NOW, THEREFORE, in consideration of the premises and promises herein contained, the parties agree that:

1. The vendor will install, operate and service on the premises of the University Center, vending machines dispensing soft drinks in 12 oz. aluminum cans with folding tops.

All machines must be adequate in size and shall be new or relatively recent models so as to compare favorably in appearance and performance with the best machines available. The University may require some vending machines to match decor of machines for various other products. No vending machine may exceed a noise level of 72 decibels while in operation. The University reserves the right to install vending machines at any location where the vendor will not agree to place a machine.

All soft drink vending machines must be equipped with dollar bill validators.

2. Product list is shown as Attachment "A" and fully incorporated herein.
3. Title to the vending machines shall remain the property of the vendor. The vendor shall install the machines in conformity with all federal, state and local building, health and other applicable laws. All electrical and water outlets required shall be installed by the University and the installation charges shall be reimbursed by the vendor. Upon the completion of the installation of these services, the responsibility for proper operation of these services shall rest with the University. The University will furnish to the vendor, without cost, electrical energy and water.
4. The vendor shall have the right to enter upon the premises of the University at all reasonable times for the purpose of servicing and inspecting said machines and for removal of such machines upon the termination of the Agreement. The vendor shall service the machines as many times per day as necessary to keep the vending machines properly supplied and in good working order. The vendor shall be required to keep the vending machines and the areas adjacent thereto in neat and sanitary condition at all times. The vendor is to service the machines with the least amount of noise feasible and to protect the University property during such services. Determination of "the least amount of noise feasible" shall be at the discretion of the University.

The vendor must have the capability to make repairs to all vending machines within a two-hour response time. If a machine cannot be repaired on site, the vendor must have a replacement machine available and such replacement must be made within 24 hours.

The vendor will park his vehicles in service areas at each building, or at other places designated or approved by the University.

5. The vendor will be required to establish petty cash funds, not to exceed \$10.00.
6. All soft drinks supplied by the vendor shall conform in all respects to all state and national laws relating to the adulteration of soft drinks and, in all respects, shall be suitable for human consumption. The vendor will indemnify and hold harmless the University for all or any damage suffered by it for breach of such warranty, or for any other loss, cost and expense as a result of any claim, demand or litigation arising out of, or pursuant to, the Agreement.
7. The vendor will indemnify and hold harmless the University against any damages or claims arising from the negligence of the vendor, its agents or employees. In addition, the vendor agrees to furnish a current insurance certificate to Contracting and Risk Management showing coverage for the following:

TYPES OF COVERAGE

LIMITS OF LIABILITY

1. Worker's Compensation	Statutory	
2. Employer's Liability	\$100,000/\$100,000/\$500,000	
3. Comprehensive General Liability		
a. Bodily Injury		\$500,000 each occurrence
b. Property Damage	\$100,000 each occurrence	\$300,000 aggregate

(The vendor must include Product's Liability coverage)

4. Comprehensive Automobile Liability
 - a. Bodily Injury

\$300,000 each person	\$500,000 each occurrence
--------------------------	------------------------------

8. The University will promptly notify the vendor in writing of any claims made against it arising out of a breach of said warranty and such claim shall be handled by the vendor. In the event of a suit on a claim, the University shall promptly forward to the vendor every summons or other process. The vendor shall have the right to defend, adjust or settle any such claims. No expense shall be incurred and no settlement shall be attempted without the vendor's written consent, insofar as Texas Law allows.
9. In addition to the guaranteed minimum in No. 10 (below), the following terms will apply:
 - (a) If the University desires, Pepsi-Cola will install debit card systems on their machines located at the University Center.
 - (b) A scholarship of \$2,500/year (\$5,000 total) will be provided to the University.
 - (c) A scholarship of \$2,500/year (\$5,000 total) will be provided to the University Center.
 - (d) Price per case (re-sale) is \$4.74.
10. The following distribution of gross sales and guarantee will be made:

	<u>Paid to University</u>
(a) Soft Drinks not to exceed \$.35 (includes exclusive Pepsi Products and Country Time Lemonade)	<u>42.8 %</u> of gross sales (after sales tax). (minimum guarantee \$41,250/yrly) \$82,500 total
(b) Ocean Spray Juice NTE \$.75	<u>60.0 %</u> of gross sales (after sales tax). (minimum guarantee \$13,000/yrly) \$26,000 total
11. Settlement shall be made on a monthly basis. The vendor agrees to submit monthly sworn statements to the University showing proper accounting details reflecting the sales activity of this Agreement. The reports will include sales of specific locations within the Residence Halls, Health Sciences Center and other locations. These reports will be submitted within ten (10) days after the end of the month. Simultaneously with the submission of a sworn statement, the vendor will make payment as stipulated in Paragraph 11 above. The vendor shall render such reports in a manner acceptable to the university and shall further permit the University to make any reasonable auditing check which they may desire of the operation.
12. This Agreement shall become effective September 1, 1994, and shall expire on August 31, 1996. In the event of a wholesale price increase of 10%, or more, from those prices in existence at August 31, 1994, the vendor has the right to request a revision of this Agreement. Vendor will provide the University a schedule of wholesale prices on August 31, 1994, which

This Agreement may be re-

13. If either party is in default under any terms of the Agreement, the party in default shall have thirty (30) days after receipt of written notice of said default to cure the default and the failure to cure the default within thirty (30) days shall give the other party the right to cancel any Agreement immediately.
14. The University shall have access and the right to examine any of the vendor's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement.
15. The vendor will be the prime contractor for all services. The subletting of any portion of the contractual services must have prior approval of the University.
16. The vendor must provide a current financial statement prepared by a certified public accountant at the time of contracting with the University.
17. This Agreement is not transferable or assignable except upon written approval of the University.
18. The University reserves the right to cancel this Agreement on ten (10) days written notice if the vendor fails to comply with any of the foregoing stipulations.
19. Venue shall be in Lubbock, Lubbock County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lubbock, Texas, in triplicate, each of which shall be considered an original by their duly authorized officer.

TEXAS TECH UNIVERSITY

BY: 
Robert W. Lawless, President

DATE: 8/26/94

PEPSI-COLA COMPANY

BY: 

DATE: 8/30/94



ATTACHMENT C

Product List -- 12 oz. Cans

Pepsi
Diet Pepsi
Caffeine Free Pepsi
Diet Caffeine Free Pepsi
Crystal
Mountain Dew
Diet Mountain Dew
Wild Cherry Pepsi
Diet Wild Cherry Pepsi
Lemon Lime Slice
Diet Lemon Lime Slice
Orange Slice
Diet Orange Slice
Red Slice
Mug Root Beer
Grape Slice
Lipton Tea / Sweet With Lemon
Lipton Tea / Sweet With Raspberry
Lipton Tea / Diet With Lemon
Fruit Punch Slice
Pineapple Slice
Strawberry Slice
Pepper Type

Ocean Spray Juices -- 11.5 oz. Cans

CranApple
CranRaspberry
CranGrape
100% Apple Juice
100% Orange Juice
Fruit Punch
CranBerry
Peach

SUMMARY
August, 1994

Texas Tech University
Texas Tech University Foundation
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
August, 1994	1,063	\$1,997,462.79	88	\$185,021.16	6	\$33.00	1,157	\$2,182,516.95
August, 1993	1,298	\$1,261,616.00	97	\$164,639.56	2	\$27,570.00	1,397	\$1,453,825.56
CUMULATIVE:								
September 1, 1993 Through August 31, 1994	11,275	\$7,662,006.30	1,477	\$2,509,627.71	35	\$3,853,365.86	12,787	\$14,024,999.87
September 1, 1992 Through August 31, 1993	11,449	\$6,769,881.71	1,430	\$6,424,188.61	36	\$115,857.58	12,915	\$13,309,927.90

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

SUMMARY
August, 1994

Texas Tech University
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	
August, 1994	504	\$1,750,668.61	46	\$40,570.71	0	\$0.00	\$1,791,239.32
August, 1993	587	\$1,098,059.24	51	\$91,048.38	2	\$27,570.00	\$1,216,677.62
CUMULATIVE:							
September 1, 1993 Through August 31, 1994	5,792	\$5,788,065.10	616	\$1,309,878.49	28	\$3,853,330.86	\$10,951,274.45
September 1, 1992 Through August 31, 1993	5,931	\$5,085,992.35	584	\$2,172,741.03	35	\$115,856.58	\$7,374,589.96

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

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University
Prepared September 14, 1994

August 1993-94
Month Fiscal Year

<u>SOURCE</u>	<u>RECEIPTS FOR MONTH</u>	<u>RECEIPTS TO DATE THIS FISCAL YEAR</u>	<u>RECEIPTS TO DATE LAST FISCAL YEAR</u>
1. ALUMNI INDIVIDUALS			
A. General	\$7,625.00	\$231,497.94	\$185,746.38
B. Trusts & Bequests	\$0.00	\$0.00	\$0.00
Subtotal	\$7,625.00	\$231,497.94	\$185,746.38
2. NON-ALUMNI INDIVIDUALS			
A. General	\$49,194.65	\$844,247.89	\$2,591,440.43
B. Trusts & Bequests	\$20,174.24	\$1,000,483.50	\$156,978.72
Subtotal	\$69,368.89	\$1,844,731.39	\$2,748,419.15
3. CORPORATIONS			
A. Grants	\$470,411.12	\$1,043,244.24	\$636,127.53
B. Matching Gifts	\$3,550.00	\$17,520.00	\$20,125.00
Subtotal	\$473,961.12	\$1,060,764.24	\$656,252.53
4. FOUNDATIONS			
A. Grants	\$256,390.00	\$6,236,079.10	\$1,796,799.28
B. Matching Gifts	\$1,000.00	\$142,641.00	\$168,032.25
Subtotal	\$257,390.00	\$6,378,720.10	\$1,964,831.53
5. OTHER	\$982,894.31	\$1,435,560.78	\$1,819,340.37
GRAND TOTAL ALL RECEIPTS	\$1,791,239.32	\$10,951,274.45	\$7,374,589.96

Texas Tech University
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT
August, 1994

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	0	25.00
2. Academic Divisions	96,993.85	596,146.40
3. Faculty Development	25,000.00	25,000.00
4. Research	150,800.00	935,718.10
5 a. Friends of the Library	650.00	8,604.88
b. KTXT-TV	405,142.50	575,526.05
c. Ex-Students Association	4,813.00	66,543.43
d. Southwest Collection	0	5,416.71
e. Museum	15,185.75	120,068.65
f. Ranching Heritage Center	605.26	10,841.00
g. Red Raider Club	0	3,725.00
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	1,000.00	5,900.00
6. Student Financial Aid	1,028,489.24	1,540,389.32
7. Other Purposes	17,439.01	1,733,803.05
8. Matching Gifts	4,550.00	160,357.51
9 a. Endowment Chairs	100.00	100.00
b. Endowed Professorships	2,483.37	13,760.42
c. Endowed Scholarships	37,987.34	1,033,204.95
d. Endowed Programs	0	262,813.12
10a. GIK Equipment	0	80,174.71
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	0
e. GIK Other	0	3,773,156.15
<u>SUBTOTAL:</u>	1,791,239.32	10,951,274.45
11. Rents, Interest, Dividends, etc.	38,139.26	439,041.44
<u>TOTAL:</u>	\$1,829,378.58	\$11,390,315.89

SUMMARY
August, 1994

Texas Tech University Foundation
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
August, 1994	559	\$246,794.18	42	\$144,450.45	6	\$33.00	607	\$391,277.63
August, 1993	711	\$163,556.76	46	\$73,591.18	0	\$0.00	757	\$237,147.94
CUMULATIVE:								
September 1, 1993 Through August 31, 1994	5,483	\$1,873,941.20	861	\$1,199,749.22	7	\$35.00	6,351	\$3,073,725.42
September 1, 1992 Through August 31, 1993	5,518	\$1,683,889.36	846	\$4,251,447.58	1	\$1.00	6,365	\$5,935,337.94

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

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University Foundation

Prepared September 14, 1994

August
Month

1993-94
Fiscal Year

SOURCE	RECEIPTS FOR MONTH	RECEIPTS TO DATE THIS FISCAL YEAR	RECEIPTS TO DATE LAST FISCAL YEAR
1. ALUMNI INDIVIDUALS			
A. General	\$11,486.67	\$196,362.17	\$1,754,723.81
B. Trusts & Bequests	\$0.00	\$0.00	\$0.00
Subtotal	\$11,486.67	\$196,362.17	\$1,754,723.81
2. NON-ALUMNI INDIVIDUALS			
A. General	\$142,329.35	\$1,261,459.89	\$1,485,296.35
B. Trusts & Bequests	\$30.00	\$15,855.00	\$435,619.06
Subtotal	\$142,359.35	\$1,277,314.89	\$1,920,915.41
3. CORPORATIONS			
A. Grants	\$54,905.45	\$421,537.66	\$498,563.97
B. Matching Gifts	\$5,663.00	\$52,824.00	\$30,612.50
Subtotal	\$60,568.45	\$523,803.57	\$529,176.47
4. FOUNDATIONS			
A. Grants	\$162,602.00	\$777,913.18	\$1,520,817.97
B. Matching Gifts	\$6,719.50	\$128,057.50	\$103,440.50
Subtotal	\$169,321.50	\$905,970.68	\$1,624,258.47
5. OTHER	\$7,541.66	\$170,274.11	\$106,263.78
GRAND TOTAL ALL RECEIPTS	\$391,277.63	\$3,073,725.42	\$5,935,337.94

Texas Tech University Foundation
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT
August, 1994

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	15.00	3,075.00
2. Academic Divisions	23,077.18	379,108.76
3. Faculty Development	5,000.00	19,500.00
4. Research	3,650.00	61,548.01
5 a. Friends of the Library	390.00	13,535.00
b. KTXT-TV	15.00	3,100.00
c. Ex-Students Association	100.00	6,335.00
d. Southwest Collection	0	15,383.33
e. Museum	5,925.00	70,925.00
f. Ranching Heritage Center	0	0
g. Red Raider Club	1,050.00	9,940.89
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	32,624.50	287,546.88
6. Student Financial Aid	22,036.67	237,685.81
7. Other Purposes	140,528.33	584,876.02
8. Matching Gifts	12,382.50	181,381.50
9 a. Endowment Chairs	0	0
b. Endowed Professorships	0	81,528.23
c. Endowed Scholarships	144,200.45	1,025,054.27
d. Endowed Programs	250.00	93,166.72
10a. GIK Equipment	0	0
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	33.00	35.00
e. GIK Other	0	0
<u>SUBTOTAL:</u>	391,277.63	3,073,725.42
11. Rents, Interest, Dividends, etc.	1,235.45	146,812.48
<u>TOTAL:</u>	\$392,513.08	\$3,220,537.90