

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

MINUTES OF BOARD OF REGENTS MEETINGS

1990 - 1991

VOLUME I

MINUTES OF
BOARD OF REGENTS MEETING
May 10, 1991

TEXAS TECH UNIVERSITY
Lubbock, Texas

Minutes

Board of Regents
May 10, 1991

M100. The Board of Regents of Texas Tech University met in regular session on Friday, May 10, 1991, at 8:30 a.m. in the Board suite on campus. Regents present were Mr. Alan B. White, Chairman, Mr. Rex Fuller, Vice Chairman, Gen. Richard E. Cavazos, Mr. J. L. Gulley, Jr., Mr. Carey Hobbs, Mr. J. L. "Rocky" Johnson, Mrs. Patsy Woods Martin, Mr. John C. Sims, and Mrs. Elizabeth Ward. Officials and staff present were: Dr. Robert W. Lawless, President, Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Dr. Donald R. Haragan, Executive Vice President and Provost, Dr. C. Len Ainsworth, Vice Provost for Academic Affairs, Dr. Thomas G. Newman, Associate Vice President for Computing and Information Technologies, Dr. Monty E. Davenport, Associate Vice President for Plant Services, Office of the Executive Vice President and Provost; Mr. Pat Campbell, Vice President and General Counsel, Mr. William G. Wehner, Vice President for Institutional Advancement, Mrs. Karen Wilson Selim, Assistant Vice President, Office of Development; Mr. Don Cosby, Vice President for Fiscal Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Robert Sweazy, Vice Provost for Research Services; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller; Mr. T. Jones, Director, Mr. James Dickey, Men's Basketball Coach, Intercollegiate Athletics; Dr. Bill Dean, Executive Director, Ex-Students Association; Mr. Larry Tanner, Director, Facility Planning and Construction, Dr. Margaret Simon, Director, University News and Publications; Mr. D. Kent Kay, Director of Internal Audit; Dr. Gene W. Medley, Director of Admissions and Records; Ms. Judith Henry, Dean of Students; Dr. Sam Curl, Dean, College of Agricultural Sciences; Dr. J. R. Goodin, Dean, College of Arts and Sciences; Dr. C. Steven Richards, Chairman, Department of Psychology; and Mrs. Freda Pierce, Secretary of the Board. Texas Tech University Health Sciences Center: Bernhard T. Mittemeyer, M.D., Executive Vice President and Provost, Mr. Jim Lewis, Executive Assistant to the Executive Vice President and Provost, Office of the Executive Vice President and Provost; Mr. Elmo Cavin, Vice President for Fiscal Affairs; Darryl Williams, M.D., Dean, G. Tom Shires, M.D., Chairman, Department of Surgery, School of Medicine; Dr. Shirley McManigal, Dean, School of Allied Health.

Others present were: Mrs. Robert W. Lawless; Dr. James Brink, President, Dr. Paul Goebel, President-elect, Faculty Senate; Mr. Russell Laird, President, Mr. Michael Catt, External Vice President, Mr. Matt Weinheimer, Internal Vice President, Student Association; Mr. Jim Barlow, Lubbock Avalanche-Journal, Ms. Laura Merrill, KCBD-TV, and Mr. Gary Harper, KAMC-TV.

M101. Chairman White called the meeting to order and asked Dr. Haragan to give the invocation. Upon motion made by Mr. Hobbs, seconded by Mr. Fuller, the Minutes of the meeting of March 15, 1991, were approved.

M102. Mr. White called on Dr. Lawless to give the President's report; Attachment No. M1.

M103. Mr. Gulley reported for the Academic, Student and Administrative Affairs Committee. The following four items (M104 through M107) constitute action taken upon committee recommendation.

M104. Upon motion made by Mr. Gulley, seconded by Mrs. Ward, the following was approved: RESOLVED, that the Board of Regents approves appointment with tenure for Dr. Albert B. Smith, Professor of Higher Education, Department of Educational Psychology and Leadership.

M105. Upon motion made by Mr. Gulley, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the attached statement regarding the Managerial Group; Attachment No. M2.

M106. Upon motion made by Mr. Gulley, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the revisions to the Student Affairs Handbook as amended and noted in the attachment to be effective August 1, 1991; Attachment No. M3.

M107. Upon motion made by Mr. Gulley, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as follows: (a) Commission as peace officers, Damon Loyd Clements, effective March 18, 1991, and Richard Allen Acree, effective March 4, 1991; (b) Leaves of Absence, Attachment No. M4.

M108. Mr. Sims reported for the Finance Committee. The following eleven items (M109 through M119) constitute action taken upon committee recommendation.

M109. Upon motion made by Mr. Sims, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the attached budget adjustments for the period February 1, 1991, to March 31, 1991; Attachment No. M5.

M110. Upon motion made by Mr. Sims, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents approves the awarding of a cash investment contract to TexPool as a part of the Texas Treasury Safekeeping Trust and authorizes the President of Texas Tech University to contract with TexPool for the period beginning May 15, 1991, and extending for an indefinite period of time with termination of the contract at the option of either the University or the Texas Treasury Safekeeping Trust or by mutual consent of both parties.

M111. Upon motion made by Mr. Sims, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the award of the contract for the purchase of natural gas from Reliance Gas Marketing Company at a price of \$1.65 per MMBtu for the period of October 1, 1991, through August 31, 1993, and authorizes the President to execute the contract.

M112. Upon motion made by Mr. Sims, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the award of the contract revision with Power-Tex Joint Venture for the transportation of natural gas at a fee of \$0.15 per MMBtu, and authorizes the President to execute the contract.

M113. Upon motion made by Mr. Sims, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents authorizes Power-Tex Joint Venture

to construct natural gas pipelines as detailed in the attached description. BE IT FURTHER RESOLVED, that the Chairman of the Board of Regents is authorized to execute the agreement; Attachment No. M6.

M114. Upon motion made by Mr. Sims, seconded by Mrs. Ward, the following was approved: RESOLVED, that the Board of Regents approves the assessment and collection of the fees shown on the attached list from regularly enrolled and prospective students of Texas Tech University beginning with the fall semester, 1991; Attachment No. M7.

M115. Upon motion made by Mr. Sims, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the awarding of the General Operating Account Depository Contract to the American State Bank of Lubbock, Texas, for the period September 1, 1991, through August 31, 1995, with option for renewal in two-year increments thereafter upon mutual written agreement and authorizes the President to sign the contract.

M116. Upon motion made by Mr. Sims, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the awarding of the contract between Southwest Coca Cola Bottling Company, Inc., and Texas Tech University to provide the concessions for the athletic stadiums for the period of September 1, 1991, through August 31, 2001, and authorizes the President to sign the contract.

M117. Upon motion made by Mr. Sims, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves an Interagency Cooperation Contract between Texas Tech University and Texas Tech University Health Sciences Center in an amount not to exceed \$10,166,000 during the 1991-93 biennium, and authorizes the President to sign the contract.

M118. Upon motion made by Mr. Sims, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents approves the awarding of the contract between Southwest Coca Cola Bottling Company, Inc., and Texas Tech University to provide canned soft drinks, snacks, candy, sandwiches, coffee, and other food items for the period of September 1, 1991, through August 31, 1994, and authorizes the President to sign the contract.

M119. Upon motion made by Mr. Sims, seconded by Mrs. Martin, the following was approved: RESOLVED, that the Board of Regents ratifies the contracts on the attached listing between the University and the indicated contracting parties; Attachment No. M8.

M120. Mr. Hobbs reported for the Campus and Building Committee. The following eight items (M121 through M128) constitute action taken upon committee recommendation.

M121. Upon motion made by Mr. Hobbs, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the granting of an easement to AT&T at the East Campus Research Center and authorizes the Chairman of the Board of Regents to sign the easement as described in the attachment; Attachment No. M9.

M122. Upon motion made by Mr. Hobbs, seconded by Mr. Gulley, the following was approved: RESOLVED, that the Board of Regents approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids, and to award a construction contract, with concurrence of the Chairman of the Board and the Chairman of the Campus and Building Committee, for the reroofing of the Home Economics Building - Food Science Addition. BE IT FURTHER RESOLVED, the project budget is established at \$150,000.

M123. Upon motion made by Mr. Hobbs, seconded by Mr. Gulley, the following was approved: RESOLVED, that the Board of Regents accepts the bid of Wardroup & Associates, Inc., in the amount of \$174,323 for the Double-T Shop and the President is authorized to execute a contract. BE IT FURTHER RESOLVED, that the project budget is reestablished at \$200,000.

M124. Upon motion made by Mr. Hobbs, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents accepts the bid of Walter V. Jarnagin Asphalt Company in the amount \$277,198 for the Wall/Gates and Hulen/Clement Halls parking lot expansion and the President is authorized to execute a contract.

M125. Upon motion made by Mr. Hobbs, seconded by Mr. Gulley, the following was approved: RESOLVED, that the Board of Regents accepts the bid of Hamilton Roofing Company in the amount of \$215,046 for Phase II of the reroof of the University Center and the President is authorized to execute a contract.

M126. Upon motion made by Mr. Hobbs, seconded by Mr. Gulley, the following was approved: RESOLVED, that the Board of Regents authorizes the President to award a construction contract, with concurrence of the Chairman of the Board and the Chairman of the Campus and Building Committee, for Phase II of the renovation and addition to the Physical Plant.

M127. Upon motion made by Mr. Hobbs, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents accepts the bid of Knox, Gailey and Meador, Inc., in the amount of \$126,079 for the installation of softball field lighting and the President is authorized to execute a contract. BE IT FURTHER RESOLVED, that the project budget is reestablished at \$132,000.

M128. Upon motion made by Mr. Hobbs, seconded by Mrs. Ward, the following was approved: RESOLVED, that the Board of Regents authorizes the President to appoint the firm of Adling Associates, Architects, as project architect, approves the schematic design and contract documents, and accepts the bid of Daniel Ortega Construction Co., Inc., in the amount of \$65,200 for construction of Business Administration room 67 lecture hall and the President is authorized to execute a contract. BE IT FURTHER RESOLVED, that the project budget is established at \$135,000.

M129. Mr. Johnson reported for the Development and Public Affairs Committee. The following three items (M130 through M132) constitute action taken upon committee recommendation.

M130. Upon motion made by Mr. Johnson, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the gift of the Microwave Network Analyzer made

to Texas Tech University for the College of Engineering by Hewlett Packard Company of San Antonio, Texas, be accepted by the Texas Tech University Board of Regents.

M131. Upon motion made by Mr. Johnson, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the gift of the 1986 year model 24' Wavelength Sailboat made to Texas Tech University for the department of athletics by James R. Partin, M.D., of Lubbock, Texas, be accepted by the Texas Tech University Board of Regents.

M132. Mr. Johnson announced that total gifts and grants through April for the current fiscal year received by Texas Tech University and Texas Tech University Foundation is \$5,280,722. Further, the President's Endowed Scholarship Fund-raising Committee continues its work. To date, 95 have been committed against a goal of 250. Also, a renewal grant of \$600,000 has been requested from GTE Corporation in order to continue the GTE PREP Program, which request has been approved by Provost Haragan.

M133. Mr. Fuller reported for the Committee of the Whole. He called on Dr. Haragan who gave the report of the Executive Vice President and Provost, Attachment No. M10. Dr. Haragan then introduced Dr. Jane Winer who will become Dean of the College of Arts and Sciences effective September 1. Chairman White congratulated Dr. Winer on her appointment. Dr. Haragan called on Dr. James Brink who introduced Dr. Paul Goebel, President-elect of the Faculty Senate. Dr. Ewalt introduced officers of the Student Association for next year: Matt Weinheimer, External Vice President, Michael Catt, Internal Vice President, and Russell Laird, President. T. Jones introduced James Dickey as the new Men's Basketball Coach.

M134. Dr. Haragan then called on Dr. Goodin who introduced Dr. C. Steven Richards, Chairman of the Department of Psychology, for his report on their programs and accomplishments.

M135. Mr. White appointed a committee consisting of Mr. Hobbs, Chairman, Mr. Gulley, and Mr. Sims to develop a sound board policy for the creation of a new model for sports governance, with instructions to report to the Board at the August meeting.

M136. Chairman White announced that Mr. Morganti would be retiring at the end of June after 21 years at Tech, and commended him for his outstanding service. Mr. Fuller then read the attached Resolution to honor Freda Pierce on her retirement; Attachment No. M11.

M137. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

Attachments (May 10, 1991)

- M 1. President's Report; Item M102.
- M 2. Managerial Group; Item M105.
- M 3. Revision to Student Affairs Handbook; Item M106.
- M 4. Leaves of Absence; Item M107.
- M 5. Budget Adjustments for February 1 to March 31, 1991; Item M109.
- M 6. Proposed Natural Gas Pipeline by Power-Tex Joint Venture; Item M113.
- M 7. Student Fees Effective Fall Semester, 1991; Item M114.
- M 8. Contracts with Third Parties; Item M119.
- M 9. Easement Agreement with AT&T; Item M121.
- M10. Provost's Report; Item M133
- M11. Resolution Honoring Freda Pierce; Item M136.

I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of Texas Tech University Board of Regents meeting on May 10, 1991.

(Mrs.) Freda Pierce, Secretary

SEAL

May 10, 1991

REMARKS TO BOARD OF REGENTS

Board Minutes
May 10, 1991
Attachment No. M1
Item M102

Good morning. It is a great feeling of accomplishment as we approach the conclusion of another academic year. Tomorrow the University will add 2031 to the number of graduates from Texas Tech University to add to the 123,179 former graduates.

Then a week from tomorrow the Health Sciences Center will graduate 173 to be added to the prior total of 1724. We will have passed the 1/8th of a million mark for the University and are nearing 2000 for the Health Sciences Center. This has to be a sense of fulfillment for all of us in that we have been successful again in our mission.

As we transition into this fall with much uncertainty on the fiscal side, we are filled with confidence of the fruits of our increased academic standards. The average SAT of admitted students is 54 points higher than last year and a quarter of this group will graduate in the top 10% of their high school class.

Last fall we enrolled fifteen freshmen Presidential Scholars who as a group had an average SAT of 1388 and were in the top 7% of their high school class. This coming fall we have twenty-five freshmen presidential scholars averaging 1406 on the SAT and being in the top 5% of their high school class.

But even before we get to the fall, we will expose an impressive group of young scholars to Texas Tech this summer. You will recall that about fifteen months ago we received a gift from the Clark Foundation which consisted of ten presidential scholarships and the funding for two years of a young scholars research fellowship program.

Dr. John Burns has provided dynamic leadership and is ready to initiate the first summer's program. Please review the program flyer that was distributed nationally last fall.

Dr. Burns and his staff have selected twenty-four young scholars to participate in this years program, thirteen high school graduates and eleven seniors to be. The high school graduates possess an average SAT of 1425 and the average for the juniors is 1390.

- 15 of the scholars are from Texas
- 3 of the scholars are from New Mexico
- 2 of the scholars are from Louisiana
- 2 of the scholars are from New York
- 1 of the scholars is from Alabama
- 1 of the scholars is from Georgia

These students will be on campus from June 17-August 2, will be provided room and board in a residence hall and will receive a \$1200 fellowship. They will be paired with an outstanding faculty researcher and will be an active researcher for this seven week period. This will provide exposure to Texas Tech for these outstanding scholars. If you could be on campus on June 18, I know you would enjoy meeting the students and faculty in this program.

Many notable events happen daily. I wanted to share the news of one exciting program today. Thank you.

At a meeting of the Board of Regents of Texas Tech University on May 10, 1991, with a quorum present, the following was voted on and approved:

Those persons occupying the following positions among the officers of Texas Tech University, shall be known as the Managerial Group, having the authority and responsibility for the negotiating, executing, and administration of User Agency contracts, as ascribed in DoD 5220.22-M. "Industrial Security Manual for Safeguarding Classified Information."

President
Executive Vice President and Provost
Vice President for Fiscal Affairs
Vice Provost for Research

The said Managerial Group is hereby delegated all of the Board's duties and responsibilities pertaining to the protection of classified information under classified contracts of the Department of Defense or Use Agencies of the Industrial Security Program awarded to Texas Tech University.

The following named officers and members of the Board of Regents shall not require, shall not have, and can be effectively excluded from, access to all classified information in the possession of Texas Tech University, and do not occupy positions that would enable them to affect adversely the policies and practices of Texas Tech University in the performance of any classified contracts for the Department of Defense or User Agencies of its Industrial Security Program, awarded to Texas Tech University, and need not be processed for personnel security clearance.

BOARD OF REGENTS

Gen. Richard E. Cavazos	Mrs. Patsy Woods Martin
Mr. Rex Fuller	Mr. John C. Sims
Mr. J. L. Gulley, Jr.	Mrs. Elizabeth Ward
Mr. Carey Hobbs	Mr. Alan B. White
Mr. J. L. "Rocky" Johnson	

[Inside LEFT Cover]

~~Texas Tech University is committed to equitable, civilized, and concerned treatment for all individuals without regard for race, gender, creed, or national origin.~~

Human Dignity

Texas Tech University is committed to equitable, civilized, and concerned treatment for all individuals without regard for age, race, religion, gender, creed, disability, or national origin. As members of the academic community, University students enjoy the privileges and share the obligations of the larger community of which the University is a part. Students are entitled to the privileges which accrue to them by virtue of their membership. These privileges carry with them the obligations of responsible citizenship. Freedom of discussion, inquiry, and expression is fostered by an environment in which the privileges of citizenship are protected and the obligations of citizenship are understood.

Each person Has Worth and Dignity

It is imperative that students learn to recognize, understand, and celebrate human differences. Universities can, and indeed, must help their students become open to the differences that surround them: race, religion, age, gender, culture, physical and mental ability, nationality, and lifestyle. These matters are learned best in collegiate settings that are rich with diversity, and they must be learned if the ideals of human worth and dignity are to be advanced.

Bigotry Cannot Be Tolerated

Any expression of hatred or prejudice is inconsistent with the purposes of higher education in a free society. So long as bigotry exists in any form in the larger society, it will be an issue on the college campus. There must be a commitment by the institution to create conditions where bigotry is forthrightly confronted.

Students are Responsible for Their Own Lives

Students learn responsibility when they bear the consequences of their actions and inactions in an environment marked by caring and support.

Senate Resolution 26.15 adopted by the Texas Tech Student Senate on October 18, 1990.

~~Texas Tech University is committed to equitable, civilized, and
concerned treatment for all individuals without regard for race,
gender, creed, or national origin.~~

*This entire Student Affairs Handbook has been printed on Recycled
paper.

Part I. Foreword

C. Policy on Non-Discrimination

1. The University brings together, in common pursuit of its educational goals, persons of many nations, races, and creeds. The University is committed to the principle that in no aspect of its programs shall there be differences in the treatment of persons because of race, creed, national origin, age, sex, or handicap disability, and that equal opportunity and access to facilities shall be available to all.

D. University Name, Document, and Records

The use by any person or organization of the University's name in connection with any program or activity, without the prior written permission of the Office of the Vice President for Development Institutional Advancement, or any unauthorized use of University documents, records, or seal is prohibited.

E. Schools of Law, Medicine, ~~and Nursing~~, and Allied Health

F. Definitions

1. The term "student" includes all persons taking courses at the University, both full-time and part-time, pursuing undergraduate, graduate, or professional studies and those who attend post-secondary educational institutions other than Texas Tech University and who reside in University residence halls. Persons who are not officially enrolled for a particular term but who have a continuing relationship with the University are considered "students."
2. The term "member of the University community" includes any person who is a student, faculty member, University official or any other person employed by the University.
3. The term "University premises" includes all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the University (including adjacent streets and sidewalks).
4. The term "organization" means any number of persons who have complied with the formal requirements for University registration.

5. The term "policy" is defined as the written regulations of the University as found in, but not limited to, the Student Affairs Handbook, Residence Hall Handbook and Calendar, Honor Code of the School of Law, School of Nursing Student Handbook, School of Medicine Student Handbook, School of Allied Health Handbooks, and the Graduate/Undergraduate Catalogs.

Part II. Rights and Responsibilities of Students
in the Academic Community

B. ~~Disruption or, Obstruction of and Personal Safety~~
at University Activities or Functions

3. Conduct that threatens the safety of any individual or group.

E. Student Identification

1. The student identification card is the property of the University, ~~and it should be returned to the University when the student is no longer enrolled.~~ University. Further,

F. Solicitation and Advertisement

~~Without prior written approval from the Dean of Students Office, solicitation~~ Solicitation and sales on University premises or in University-owned, or University-controlled buildings, including, but not limited to, residence halls, the University bookstore, or University Center, ~~are prohibited.~~ are prohibited without prior written approval from the Dean of Students Office. The distribution of advertising leaflets or handbills or the use of sound trucks and equipment to promote sales on University premises is also prohibited without prior written approval from the Dean of Students Office ~~also is prohibited.~~ The solicitation and sales policy is set forth in part VIII of the *Handbook*.

Part III. Housing Requirements

B. Freshman Residency Exceptions

Requests for exceptions to the freshman residency requirements must be submitted to the Office of Housing and Dining Services at least two weeks before the beginning of the semester in which the student plans to enroll.

Authorization for off-campus housing does not relieve the student of contractual obligations which may have been assumed with the University for housing in the residence halls.

Subject to verification and authorization by Housing & and Dining Services, freshman students who meet one or more of the following criteria will be given permission to live off-campus:

2. The student presents evidence of financial hardship conditions and is living in the established household of a brother, sister, grandparent(s), uncle, or aunt. If the individual with whom the student lives changes residence, the student shall promptly notify the Office of Housing & ~~and~~ Dining Services.
4. The student is 21 years of age on ~~or over~~ or before the first day of classes of the first semester of enrollment.
5. The student has successfully completed ~~32-30~~ or more semester hours of academic credit before the beginning of the first semester of enrollment or has lived in University residence halls for two regular semesters.

C. Residence Hall Contract Releases

Students generally sign a residence hall agreement for the academic year (fall and spring semesters). The residence hall contract provides students with provisions for cancelling the agreement. Refer to Paragraph 4 of the Residence Hall Contract for specific information.

If a student wishes to be released from a housing contract, the following procedures apply:

1. ~~Freshman students who have not signed housing contracts-Freshman students who have not signed a housing contract must obtain written approval from the Housing and Dining Services Office. Approval will be granted under the regulations specified in Part III, B.~~

Freshman students must first obtain an exception to the residency requirements before completing the cancellation process. Authorization to live off campus does not release the student from any contractual obligation of the residence hall agreement.

Once an exception has been granted, the student must complete a cancellation request form at the Reservation Office in the Housing Office.

2. ~~Students who have signed housing contracts-All students wishing to move off-campus after a housing contract has been signed must submit a written request to the Hall Director before moving from the residence hall. The Housing Office will review the request according to the criteria printed in the Residence Hall contract.~~

All other students with housing contracts must complete the cancellation request form at the Reservations Office in the Housing Office. Cancellations of the contract may result in additional charges and/or forfeiture of the advance payment and deposit. Specific cancellation dates and charges are listed in Paragraph 4 of the Residence Hall Contract.

3. ~~A student who has been given written permission to move off-campus must file a change of address form and correct any other incorrect information regarding housing in the Office of Admissions and Records.~~

Part IV. Student Records

A. General Policy

Paragraph 2 -

Transcripts of academic records include only information about a student's academic status, except in cases where a student was suspended for disciplinary reasons. On graduation, notations of ~~probation and disciplinary~~ suspension are removed from the permanent record.

Paragraph 6 -

The following table shows the student records maintained by the University and the departments in which they are located:

Department	Type of Record
.	.
.	.
.	.
Dean of Students	<u>Disabled student records</u> Discipline records
.	.
.	.
.	.
International Affairs Office	International student personnel records
.	.
.	.
.	.

B. Address of Record

3. Students living in the residence halls must notify the Housing Office of any change in permanent home address.

C. Student Access to Educational Records

All students (and former students) of the University have the right of access to their "educational records" for the purpose of review, with the exception of those records excluded by the Family Educational Rights and Privacy Act of 1974 (commonly known as the Buckley Amendment).

2. The University will respond to all request for explanations and interpretations of records or information, if the response does not violate the Family Educational Rights and Privacy Act of 1974.
3. A student may waive the right of access to confidential letters of recommendation in the areas of

admissions, job placement, and receipt of awards. A student seeking employment through the University Career Planning and Placement ~~Office~~ Center may sign a waiver. Personally identifiable information such as rank in class, personal conduct, grade point average, academic progress, etc. shall not be released to non-authorized personnel without the consent of the student.

D. Records Not Accessible to Students

3. According to the current Revised Civil Statutes of the State of Texas (Article 4495b), Records records and information on a student maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in such capacity or assisting in such capacity, which are made, maintained, or used in connection with treatment to the student. These records, however, can be reviewed by a physician or other appropriate professional of the student's choice.

While not considered "education" records under the Family Educational Rights and Privacy Act of 1974, the mentioned statute still allows the patient, in most instances, access to his/her records. The general rule of confidentiality contains an exception when the patient or someone authorized to act on his/her behalf submits a written consent. Consent must be in writing and signed by the patient, or a parent or legal guardian if patient is a minor. A Physician shall furnish copies of medical records requested in accordance with the consent provided, except if the physician determines that access to the information would be harmful to the physical, mental or emotional health of the patient.

F. Students' Rights to Challenge Records

Students have the right to challenge records and information directly relating to them. ~~A grade challenge is not available under the procedure of this section. This section does not include procedures for students challenging individual grades.~~

H. Destruction of Records

The student's basic scholastic record is kept and maintained permanently in the Office of Admissions and Records. ~~Discipline-Disciplinary~~ records are maintained for seven (7) years in the Dean of Students Office.

I. Letters of Recommendation

2. Appropriate forms are available in the Career Planning and Placement ~~Office Center~~ for students using this service for future employment purposes. These forms are designed to provide the student with several options concerning the use and confidentiality of future letters of reference and recommendation.

Part V. Student Grievance Procedures

B. ~~Access to~~ Personal Records

Guidelines governing student access to personal records and the procedures for challenging information in these records are contained in the student records policy which is detailed in Part IV, ~~F-C~~ and F of this Handbook.

C. Disciplinary Action

The University Discipline Appeals process is outlined in Part IX, F of the Handbook - Code of Student Conduct.

Procedures relating to the School of Law are contained in the *Honor Code of the School of Law*. Procedures relating to the School of Medicine, School of Nursing, and School of Allied Health are contained in the School of Medicine Student Handbook, School of Nursing Student Handbook, and School of Allied Health Student Handbooks.

F. Students With Disabilities

Prior to filing a formal grievance, students are encouraged to attempt to resolve the problem directly with the individual involved, or seek advice and/or assistance from the Coordinator of Disabled Student Services. Students will find that most situations can be effectively addressed in this manner.

Paragraph 3 -

"No otherwise qualified ~~handicapped-disabled~~ individual . . . shall, solely by reason of his ~~handicap-disability~~, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance . . . "

G. Race, Religion, National Origin, Age Discrimination

Grievances related to discrimination on the basis of race, religion, national origin, ~~or age, or sexual orientation~~ should be pursued through regular administrative channels. Academic problems are to be handled in the academic administrative structure culminating in review by the Executive Vice President and Provost. Non-academic student matters should be directed to the Dean of Students Office with additional review by the Executive Vice President and Provost.

Part VI. Registration of Student Organizations

A. Conditions for Registration

3. Membership in the organization shall be open only to students of Texas Tech University without regard to race, religion, sex, ~~handicap disability~~, or national origin, except in cases of designated fraternal organizations which are exempted by federal law from Title IX regulations concerning discrimination on the basis on sex. Faculty and staff may hold adjunct memberships to the extent allowed by the organization's constitution.
10. Organizations filing for registration as a social fraternity or social sorority will be required to obtain concurrent acceptance from ~~the IFC~~ Interfraternity Council, Panhellenic Council, or the Greek Council.

**Part VII. Use of University Space, Facilities
and Amplification Equipment**

E. Campus ~~Grounds-Use~~ Grounds Use

3. Registration for use of a designated campus grounds area must be made in the Dean of Students Office in at least ~~four (4)~~ five (5) University working days before the intended use.
5. On review of the registration request for student and student organizations, the Dean of Students Office shall grant only ~~grounds-use~~ grounds use requests which are consistent with applicable University regulations and local, state, and federal law.
6. A permit granting ~~grounds-use~~ grounds use shall specify the boundaries of the area to be used, the date for which the use is approved, the time at which the proposed activity may begin, the time at which the reservation for the use expires, and any special provisions concerning the use of the space.
9. Violations of these campus ~~grounds-use~~ grounds use regulations are subject to the disciplinary penalties and procedures outlined in the Code of Student Conduct.

F. Free Speech Area

An outdoor area (approximately 20' X 20') immediately adjacent to the northwest corner of the University Center has been designated as the Free Speech Area. A map designating the location of the Free Speech Area may be obtained from the Dean of Students Office in West Hall or the Student Organization Services Office in the University Center. This area may be used on a first-served basis without reservations by any individual or organization. However, amplification equipment or loudspeakers may not be used and structure(s) may not be erected. Additionally, the free expression of views and opinions, whether by individuals or by groups, must not violate the rights or endanger the safety of others, disrupt the normal functions of the University, or violate any of the provisions specified in the Code of Student Conduct (Part IX of the Handbook).

G. Appeals of ~~Grounds-Use~~ Grounds Use Request Denials

H. Use of Amplification Equipment

2. Procedure

- b. Applications must be completed ~~four (4)~~ five (5) University working days before the intended use.

3. Restrictions

- a. The use of amplification equipment for solicitation purposes must conform with all campus ~~grounds-use~~ grounds use provisions.

Part IX. Code of Student Conduct

A. General Policy

Paragraph 2 -

Accordingly, the University has developed regulations pertaining to students and to student organizations. ~~Any student or organization violating a regulation of the University is subject to disciplinary action according to the provisions of this Code.~~ Students and student organizations are subject to disciplinary action according to the provisions of this Code.

B. Personal Conduct

1. Alcoholic Beverages

~~The possession or consumption of alcoholic beverages on University-owned or University-controlled property. Use, possession or distribution of alcoholic beverages except as expressly permitted by the law and University regulations, or public intoxication.~~

4. Theft or Damage

Theft of, and/or damage to, property of the University, of other University students, or other members of the University community, or of campus visitors. Possession of property, knowing it to be stolen, is theft. Defacing or unauthorized removal of material from the library is damage and theft.

5. Actions Against Persons or Groups

d. Harassment, including but not limited to conduct or expression intended to be derogatory to another student's race, national origin, religious beliefs, gender, sexual orientation, or ~~physical handicap-disability~~ and that could reasonably be construed as insulting, disparaging, or reasonably calculated to incite to violence.

e. Excessive pressure, harassment, threats, or any form of coercive tactics or mind control to retain or recruit a student for membership in an organization.

f. Participation in a campus demonstration which disrupts the normal operations of the University and infringes on the rights of other members of the University community; leading or inciting

others to disrupt scheduled and/or normal activities within any campus building or area; intentional obstruction which unreasonably interferes with freedom of movement, either pedestrian or vehicular, on campus.

10. Unauthorized Entry or Use

- b. ~~Possession, Processing~~ processing, producing, manufacturing or having manufactured, without proper authorization, any key or unlocking device for use on University facilities or locks.

15. Failure to Comply with Lawful Directions of University Officials

Failure to comply with the lawful directions of a University official, law enforcement officer or classroom teacher acting in the performance of his or her duty.

20. Violation of State, Federal, or Local Laws

Any act or omission that ~~constitutes a violation of~~ violates federal, state, or local laws or regulations and which is not otherwise covered in this Code.

C. Academic Conduct

The faculty is strongly committed to upholding standards of academic integrity. These standards, at the minimum, require that students never present the work of others as their own.

1. Any student found guilty of dishonesty, cheating, or plagiarism in academic work.

D. Disciplinary Sanctions

5. Disciplinary Suspension

- e. ~~The Vice President for Student Affairs~~ Dean of Students may deny a student's or organization's request for readmission if, the student's or organization's conduct during suspension would have warranted disciplinary action, or if the student or organization has failed to satisfy any special conditions that may have been imposed prior to readmission. On denial of a student's or organization's application for readmission, the Vice President for Student Affairs shall set a new date at which another application for readmission may be made. Both

students and organizations may appeal denial of readmission to the University Appeals Committee under the procedures in Section F of this Code.

E. Disciplinary Procedures

3. Formal Disposition

- d. The hearing shall be conducted in a manner which ensures that substantial justice is done and shall not be restricted by the rules of evidence common in criminal court proceedings. The University Discipline Committee and the accused student or organization shall have reasonable opportunity for the cross-examination of witnesses. Evidence shall not be considered unless the accused student or organization has been advised of its source and content in advance of the hearing and unless an opportunity for rebuttal is provided. Hearing proceedings (excluding the deliberations of the University Discipline Committee) will be tape recorded. The tape(s) shall be the property of the University. The hearing will be closed unless the accused student or organization requests otherwise. The University Discipline Committee chairperson is responsible for conducting an orderly hearing and shall determine the facility to be used for open hearings and may deny admission to the hearing to anyone found to be disruptive.

F. Disciplinary Appeal Procedures

1. Any student or organization has ~~an absolute~~ the right to appeal the final decision of the investigator, the University Discipline Committee and the penalty assessed by the Dean of Students (in formal disposition cases only). Students or organizations may also appeal a decision denying readmission to the University.

**Part X. Acquired Immune Deficiency
Syndrome (AIDS)**

C. Guidelines

2. ~~Handicapping Conditions~~ Disabilities

Persons with HIV infection and AIDS will be considered as having ~~handicapping conditions~~ disabilities. In making decisions, ~~university~~ University officers are advised to guarantee the legal rights of HIV infected individuals. Existing support services for people with ~~handicapping conditions~~ disabilities can be appropriately and effectively utilized by student or employees disabled by HIV infection.

I. HIV/AIDS Issues Awareness Committee

The HIV/AIDS Issues Awareness Committee is committed to compiling and disseminating information concerning HIV infection of AIDS and related conditions. This committee functions through the Dean of Students Office and the Student Health Center and serves as an excellent resource for materials such as videos, pamphlets, and speakers. Upon request, an educational pamphlet on AIDS developed by the Texas Department of Health are available through the Student Health Center.

[Inside RIGHT Cover]

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Leaves of Absence

Approve leave of absence without pay for Dr. Lawrence C. Mayer, Professor of Political Science, from September, 1991, to August 30, 1992. The purpose of this leave is to assume the post of visiting professor at the University of Maryland at College Park. This experience will enhance his research and teaching abilities.

Approve leave of absence without pay for Dr. Kay Lewis Mittnik, Assistant Professor of Germanic and Slavic Languages, for the period January, 1992, to May, 1992. This request is in order that she can prepare two major publications.

Approve leave of absence without pay for Dr. H. J. Hsia, Professor of Mass Communication, for the period September 1, 1991, to December 21, 1991. This leave is requested in order that he may complete a series of eight books he is writing.

Approve leave of absence without pay for Dr. Beverly W. Krieger, Associate Professor of Art, for the period September 1, 1991, to January 15, 1992. This leave is requested in order that she can do writing and research.

Approve extension of leave of absence without pay for Dr. Jusuck Koh, Professor of Architecture, for the period September 1, 1991, to May 31, 1992, to complete project with Jung Lim in Seoul, South Korea. Completion of this project will enhance the reputation of the faculty member and the University.

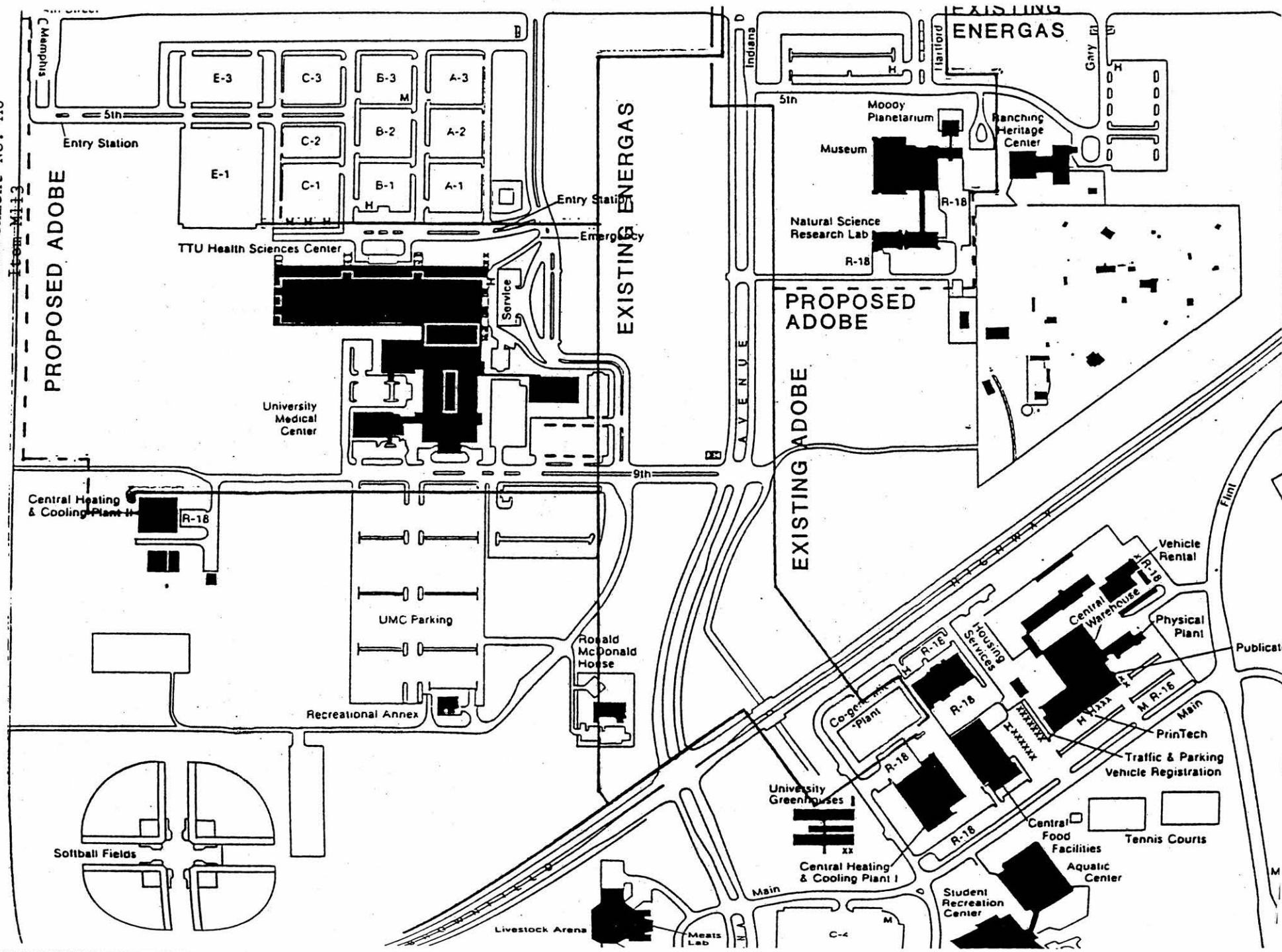
Approve leave of absence without pay for Dr. James R. Reckner, Assistant Professor of History, for the period September 1, 1991, to August 31, 1992. This leave is requested in order that he can accept an appointment to Secretary of the Navy's Research Chair in Naval History, at the Naval History Center in Washington, D.C.

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (2/1/91 - 3/31/91)

Page 1

		SOURCE OF FUNDS			
NO.	ACTIVITY	OTHER	INCOME	EXPENSE	REMARKS
BOARD RATIFICATION: -----					
EDUCATIONAL & GENERAL FUNDS -----					
C1848	State Appropriations - Staff Group Insurance	\$ 0	\$ 73,635	73,635	Increase budget for Supplemental Group Insurance
SUBTOTAL, E & G FUNDS		\$ 0	\$ 73,635	\$ 73,635	
TOTAL BOARD RATIFICATION		\$ 0	\$ 73,635	\$ 73,635	

Board Minutes
May 10, 1991
Attachment No. M5
Item M109



**TEXAS TECH UNIVERSITY
STUDENT FEES
EFFECTIVE BEGINNING FALL SEMESTER, 1991**

Board Minutes
May 10, 1991
Attachment No. M7
Item M114

(1) REGISTRATION FEES

(A) All Colleges Except School of Law

1. Residents of Texas - Long Term

	a.	b.	c.	d.	e.	
Hours	Tuition (1)	Student Services Fee* (1)	Medical Services Fee**(1)	Building Use Fee	University Center Fee**	Total
1	\$100.00	\$7.13	\$0.00	\$6.00	\$0.00	\$113.13
2	100.00	14.26	0.00	12.00	0.00	126.26
3	100.00	21.39	0.00	18.00	20.00	159.39
4	100.00	28.52	37.50	24.00	20.00	210.02
5	100.00	35.65	37.50	30.00	20.00	223.15
6	120.00	42.78	37.50	36.00	20.00	256.28
7	140.00	49.91	37.50	42.00	20.00	289.41
8	160.00	57.04	37.50	48.00	20.00	322.54
9	180.00	64.17	37.50	54.00	20.00	355.67
10	200.00	71.30	37.50	60.00	20.00	388.80
11	220.00	78.43	37.50	66.00	20.00	421.93
12	240.00	85.50	37.50	72.00	20.00	455.00
13	260.00	85.50	37.50	78.00	20.00	481.00
14	280.00	85.50	37.50	84.00	20.00	507.00
15***	300.00	85.50	37.50	90.00	20.00	533.00

(1) See (6) CHANGES IN FEES, Item (A), (C) and (D).

*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.10 per semester credit hour, not to exceed a maximum of \$90.00.

**Fees not applicable for enrollment at the Junction Center. Medical Services Fee at the Center is \$2.25/semester credit hour. No University Center Fee.

***Hours over 15, add \$20.00 per hour for Tuition and \$6.00 per hour for Building Use Fee.

2. Residents of Texas - Summer Term

	a.	b.	c.	d.	e.	
Hours	Tuition(1)	Student Services Fee* (1)	Medical Services Fee**(1)	Building Use Fee	University Center Fee**	Total
1	\$50.00	\$7.13	\$0.00	\$6.00	\$10.00	\$73.13
2	50.00	14.26	0.00	12.00	10.00	86.26
3	50.00	21.39	0.00	18.00	10.00	99.39
4	80.00	28.52	18.75	24.00	10.00	161.27
5	100.00	35.65	18.75	30.00	10.00	194.40
6	120.00	42.78	18.75	36.00	10.00	227.53
7***	140.00	49.91	18.75	42.00	10.00	260.66

(1) See (6) CHANGES IN FEES, Item (A), (C) and (D).

*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.10 per semester credit hour, not to exceed a maximum of \$90.00.

**Fees not applicable for enrollment at the Junction Center. Medical Services Fee at the Center is \$2.25/semester credit hour. No University Center Fee.

***Hours over 7, add \$20.00 per hour for Tuition, \$6.00 per hour for Building Use Fee and \$7.13 per hour for Student Services Fee (maximum \$85.50).

(1) REGISTRATION FEES

Board Minutes
May 10, 1991
Attachment No. M7, pg. 2
Item M114
Long Term

(A) All Colleges Except School of Law**3. Non-Resident Students, United States Citizens and Foreign Students**

	a.	b.	c.	d.	e.	
Hours	Tuition (1)	Student Services Fee* (1)	Medical Services Fee**(1)	Building Use Fee	University Center Fee**	Total
1	\$128.00	\$7.13	\$0.00	\$6.00	\$0.00	\$141.13
2	256.00	14.26	0.00	12.00	0.00	282.26
3	384.00	21.39	0.00	18.00	20.00	443.39
4	512.00	28.52	37.50	24.00	20.00	622.02
5	640.00	35.65	37.50	30.00	20.00	763.15
6	768.00	42.78	37.50	36.00	20.00	904.28
7	896.00	49.91	37.50	42.00	20.00	1,045.41
8	1,024.00	57.04	37.50	48.00	20.00	1,186.54
9	1,152.00	64.17	37.50	54.00	20.00	1,327.67
10	1,280.00	71.30	37.50	60.00	20.00	1,468.80
11	1,408.00	78.43	37.50	66.00	20.00	1,609.93
12	1,536.00	85.50	37.50	72.00	20.00	1,751.00
13	1,664.00	85.50	37.50	78.00	20.00	1,885.00
14	1,792.00	85.50	37.50	84.00	20.00	2,019.00
15***	1,920.00	85.50	37.50	90.00	20.00	2,153.00

(1) See (6) CHANGES IN FEES, Item (A), (C) and (D).

*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.10 per semester credit hour, not to exceed a maximum of \$90.00.

**Fees not applicable for enrollment at the Junction Center. Medical Services Fee at the Center is \$2.25/semester credit hour. No University Center Fee.

***Hours over 15, add \$128.00 per hour for Tuition and \$6.00 per hour for Building Use Fee.

4. Non-Resident Students, United States Citizens and Foreign Students - Summer Term

	a.	b.	c.	d.	e.	
Hours	Tuition (1)	Student Services Fee* (1)	Medical Services Fee**(1)	Building Use Fee	University Center Fee**	Total
1	\$128.00	\$7.13	\$0.00	\$6.00	\$10.00	\$151.13
2	256.00	14.26	0.00	12.00	10.00	292.26
3	384.00	21.39	0.00	18.00	10.00	433.39
4	512.00	28.52	18.75	24.00	10.00	593.27
5	640.00	35.65	18.75	30.00	10.00	734.40
6	768.00	42.78	18.75	36.00	10.00	875.53
7***	896.00	49.91	18.75	42.00	10.00	1,016.66

(1) See (6) CHANGES IN FEES, Item (A), (C) and (D)

*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.10 per semester credit hour, not to exceed a maximum of \$90.00.

**Fees not applicable for enrollment at the Junction Center. Medical Services Fee at the Center is \$2.25/semester credit hour. No University Center Fee.

***Hours over 7, add \$128.00 per hour for Tuition, \$6.00 per hour for Building Use Fee and \$7.13 per hour for Student Services Fee (maximum \$85.50).

(1) REGISTRATION FEES

Board Minutes
May 10, 1991
Attachment No. M7, pg. 3
Item M114

(B) School of Law**1. Residents of Texas - Long Term (Students Registered in Spring 1988)**

	a.	b.	c.	d.	e.	
Hours	Tuition	Student Services Fee* (1)	Medical Services Fee** (1)	Building Use Fee	University Center Fee**	Total
1	\$60.00	\$7.13	\$0.00	\$6.00	\$0.00	\$73.13
2	120.00	14.26	0.00	12.00	0.00	146.26
3	180.00	21.39	0.00	18.00	20.00	239.39
4	240.00	28.52	37.50	24.00	20.00	350.02
5	300.00	35.65	37.50	30.00	20.00	423.15
6	360.00	42.78	37.50	36.00	20.00	496.28
7	420.00	49.91	37.50	42.00	20.00	569.41
8	480.00	57.04	37.50	48.00	20.00	642.54
9	540.00	64.17	37.50	54.00	20.00	715.67
10	600.00	71.30	37.50	60.00	20.00	788.80
11	660.00	78.43	37.50	66.00	20.00	861.93
12	720.00	85.50	37.50	72.00	20.00	935.00
13	780.00	85.50	37.50	78.00	20.00	1,001.00
14	840.00	85.50	37.50	84.00	20.00	1,067.00
15***	900.00	85.50	37.50	90.00	20.00	1,133.00

(1) See (6) CHANGES IN FEES, Item (C) and (D).

*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.10 per semester credit hour, not to exceed a maximum of \$90.00.

**Fees not applicable for enrollment at the Junction Center. Medical Services Fee at the Center is \$2.25/semester credit hour. No University Center Fee.

***Hours over 15, add \$128.00 per hour for Tuition and \$6.00 per hour for Building Use Fee.

2. Residents of Texas - Summer Term (Students Registered in Spring 1988)

	a.	b.	c.	d.	e.	
Hours	Tuition	Student Services Fee*	Medical Services Fee**	Building Use Fee	University Center Fee**	Total
1	\$60.00	\$7.13	\$0.00	\$6.00	\$10.00	\$83.13
2	120.00	14.26	0.00	12.00	10.00	156.26
3	180.00	21.39	0.00	18.00	10.00	229.39
4	240.00	28.52	18.75	24.00	10.00	321.27
5	300.00	35.65	18.75	30.00	10.00	394.40
6	360.00	42.78	18.75	36.00	10.00	467.53
7***	420.00	49.91	18.75	42.00	10.00	540.66

(1) See (6) CHANGES IN FEES, Item (C) and (D)

*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.10 per semester credit hour, not to exceed a maximum of \$90.00.

**Fees not applicable for enrollment at the Junction Center. Medical Services Fee at the Center is \$2.25/semester credit hour. No University Center Fee.

***Hours over 7, add \$128.00 per hour for Tuition, \$6.00 per hour for Building Use Fee and \$7.13 per hour for Student Services Fee (maximum \$85.50).

(1) REGISTRATION FEES

Board Minutes
May 10, 1991
Attachment No. M7, pg. 4
Item M114

(B) School of Law**3. Residents of Texas - Long Term**

	a.	b.	c.	d.	e.	
Hours	Tuition (1)	Student Services Fee* (1)	Medical Services Fee**(1)	Building Use Fee	University Center Fee**	Total
1	\$97.00	\$7.13	\$0.00	\$6.00	\$0.00	\$110.13
2	194.00	14.26	0.00	12.00	0.00	220.26
3	291.00	21.39	0.00	18.00	20.00	350.39
4	388.00	28.52	37.50	24.00	20.00	498.02
5	485.00	35.65	37.50	30.00	20.00	608.15
6	582.00	42.78	37.50	36.00	20.00	718.28
7	679.00	49.91	37.50	42.00	20.00	828.41
8	776.00	57.04	37.50	48.00	20.00	938.54
9	873.00	64.17	37.50	54.00	20.00	1,048.67
10	970.00	71.30	37.50	60.00	20.00	1,158.80
11	1,067.00	78.43	37.50	66.00	20.00	1,268.93
12	1,164.00	85.50	37.50	72.00	20.00	1,379.00
13	1,261.00	85.50	37.50	78.00	20.00	1,482.00
14	1,358.00	85.50	37.50	84.00	20.00	1,585.00
15***	1,455.00	85.50	37.50	90.00	20.00	1,688.00

(1) See (6) CHANGES IN FEES, Item (B), (C) and (D)

*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.10 per semester credit hour, not to exceed a maximum of \$90.00.

**Fees not applicable for enrollment at the Junction Center. Medical Services Fee at the Center is \$2.25/semester credit hour. No University Center Fee.

***Hours over 15, add \$97.00 per hour for Tuition and \$6.00 per hour for Building Use Fee.

4. Residents of Texas - Summer Term

	a.	b.	c.	d.	e.	
Hours	Tuition (1)	Student Services Fee* (1)	Medical Services Fee**(1)	Building Use Fee	University Center Fee**	Total
1	\$97.00	\$7.13	\$0.00	\$6.00	\$10.00	\$120.13
2	194.00	14.26	0.00	12.00	10.00	230.26
3	291.00	21.39	0.00	18.00	10.00	340.39
4	388.00	28.52	18.75	24.00	10.00	469.27
5	485.00	35.65	18.75	30.00	10.00	579.40
6	582.00	42.78	18.75	36.00	10.00	689.53
7***	679.00	49.91	18.75	42.00	10.00	799.66

(1) See (6) CHANGES IN FEES, Item (B), (C) and (D)

*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.10 per semester credit hour, not to exceed a maximum of \$90.00.

**Fees not applicable for enrollment at the Junction Center. Medical Services Fee at the Center is \$2.25/semester credit hour. No University Center Fee.

***Hours over 7, add \$97.00 per hour for Tuition, \$6.00 per hour for Building Use Fee and \$7.13 per hour for Student Services Fee (maximum \$85.50).

(1) STUDENT REGISTRATION FEES

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Item M114

(B) School of Law

***5. Non-Resident Students, United States Citizens and Foreign Students - Long Term
(Students Registered in Spring 1988)***

	a.	b.	c.	d.	e.	
Hours	Tuition	Student Services Fee* (1)	Medical Services Fee**(1)	Building Use Fee	University Center Fee**	Total
1	\$150.00	\$7.13	\$0.00	\$6.00	\$0.00	\$163.13
2	300.00	14.26	0.00	12.00	0.00	326.26
3	450.00	21.39	0.00	18.00	20.00	509.39
4	600.00	28.52	37.50	24.00	20.00	710.02
5	750.00	35.65	37.50	30.00	20.00	873.15
6	900.00	42.78	37.50	36.00	20.00	1,036.28
7	1,050.00	49.91	37.50	42.00	20.00	1,199.41
8	1,200.00	57.04	37.50	48.00	20.00	1,362.54
9	1,350.00	64.17	37.50	54.00	20.00	1,525.67
10	1,500.00	71.30	37.50	60.00	20.00	1,688.80
11	1,650.00	78.43	37.50	66.00	20.00	1,851.93
12	1,800.00	85.50	37.50	72.00	20.00	2,015.00
13	1,950.00	85.50	37.50	78.00	20.00	2,171.00
14	2,100.00	85.50	37.50	84.00	20.00	2,327.00
15***	2,250.00	85.50	37.50	90.00	20.00	2,483.00

(1) See (6) CHANGES IN FEES, Item (C) and (D).

*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.10 per semester credit hour, not to exceed a maximum of \$90.00.

**Fees not applicable for enrollment at the Junction Center. Medical Services Fee at the Center is \$2.25/semester credit hour. No University Center Fee.

***Hours over 15, add \$150.00 per hour for Tuition and \$6.00 per hour for Building Use Fee.

***6. Non-Resident Students, United States Citizens and Foreign Students - Summer Term
(Students Registered in Spring 1988)***

	a.	b.	c.	d.	e.	
Hours	Tuition	Student Services Fee* (1)	Medical Services Fee**(1)	Building Use Fee	University Center Fee**	Total
1	\$150.00	\$7.13	\$0.00	\$6.00	\$10.00	\$173.13
2	300.00	14.26	0.00	12.00	10.00	336.26
3	450.00	21.39	0.00	18.00	10.00	499.39
4	600.00	28.52	18.75	24.00	10.00	681.27
5	750.00	35.65	18.75	30.00	10.00	844.40
6	900.00	42.78	18.75	36.00	10.00	1,007.53
7***	1,050.00	49.91	18.75	42.00	10.00	1,170.66

(1) See (6) CHANGES IN FEES, Item (C) and (D).

*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.10 per semester credit hour, not to exceed a maximum of \$90.00.

**Fees not applicable for enrollment at the Junction Center. Medical Services Fee at the Center is \$2.25/semester credit hour. No University Center Fee.

***Hours over 7, add \$150.00 per hour for Tuition, \$6.00 per hour for Building Use Fee and \$7.13 per hour for Student Services Fee (maximum \$85.50).

(1) STUDENT REGISTRATION FEES

Board Minutes
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Item M114

(B) School of Law**7. Non-Resident Students, United States Citizens and Foreign Students - Long Term**

	a.	b.	c.	d.	e.	
Hours	Tuition (1)	Student Services Fee* (1)	Medical Services Fee**(1)	Building Use Fee	University Center Fee**	Total
1	\$187.00	\$7.13	\$0.00	\$6.00	\$0.00	\$200.13
2	374.00	14.26	0.00	12.00	0.00	400.26
3	561.00	21.39	0.00	18.00	10.00	610.39
4	748.00	28.52	37.50	24.00	10.00	848.02
5	935.00	35.65	37.50	30.00	10.00	1,048.15
6	1,122.00	42.78	37.50	36.00	10.00	1,248.28
7	1,309.00	49.91	37.50	42.00	10.00	1,448.41
8	1,496.00	57.04	37.50	48.00	10.00	1,648.54
9	1,683.00	64.17	37.50	54.00	10.00	1,848.67
10	1,870.00	71.30	37.50	60.00	10.00	2,048.80
11	2,057.00	78.43	37.50	66.00	10.00	2,248.93
12	2,244.00	85.50	37.50	72.00	10.00	2,449.00
13	2,431.00	85.50	37.50	78.00	10.00	2,642.00
14	2,618.00	85.50	37.50	84.00	10.00	2,835.00
15***	2,805.00	85.50	37.50	90.00	10.00	3,028.00

(1) See (6) CHANGES IN FEES, Item (B), (C) and (D)

*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.10 per semester credit hour, not to exceed a maximum of \$90.00.

**Fees not applicable for enrollment at the Junction Center. Medical Services Fee at the Center is \$2.25/semester credit hour. No University Center Fee.

***Hours over 15, add \$187.00 per hour for Tuition and \$6.00 per hour for Building Use Fee.

8. Non-Resident Students, United States Citizens and Foreign Students - Summer Term

	a.	b.	c.	d.	e.	
Hours	Tuition (1)	Student Services Fee* (1)	Medical Services Fee**(1)	Building Use Fee	University Center Fee**	Total
1	\$187.00	\$7.13	\$0.00	\$6.00	\$10.00	\$210.13
2	374.00	14.26	0.00	12.00	10.00	410.26
3	561.00	21.39	0.00	18.00	10.00	610.39
4	748.00	28.52	18.75	24.00	10.00	829.27
5	935.00	35.65	18.75	30.00	10.00	1,029.40
6	1,122.00	42.78	18.75	36.00	10.00	1,229.53
7***	1,309.00	49.91	18.75	42.00	10.00	1,429.66

(1) See (6) CHANGES IN FEES, Item (B), (C) and (D)

*See Student Services Fee Schedule of services provided. Fee not applicable for enrollment at the Junction Center. Student Services Fee at the Junction Center is \$8.10 per semester credit hour, not to exceed a maximum of \$90.00.

**Fees not applicable for enrollment at the Junction Center. Medical Services Fee at the Center is \$2.25/semester credit hour. No University Center Fee.

***Hours over 7, add \$187.00 per hour for Tuition, \$6.00 per hour for Building Use Fee and \$7.13 per hour for Student Services Fee (maximum \$85.50).

(2) **HOUSING FEES (1)**

(A) **Deposits and Room and Board Rates**

1. Room Deposit \$ 60.00
2. Advance Payment \$150.00
3. Room and Board Rates: 1991-92 Academic Year Charges

a. **Dormitory Rates: (Per Student for a Double Room)**

<u>Dormitory</u>	<u>9 Months 9 Meals Per Week</u>	<u>9 Months 13 Meals Per Week</u>	<u>9 Months 20 Meals Per Week</u>	<u>9 Months Super Plus* Meal Plan</u>	<u>Summer Term 18 Meals Per Week</u>
Bledsoe, Carpenter, Doak, Horn, Knapp, Sneed, Weeks, and Wells	\$2,875	\$2,926	\$3,008	\$3,149	Not Open
Gaston (Non Air Conditioned)**	2,901	2,952	3,034	3,175	\$573***
Chitwood, Clement Coleman, Gates, Hulen, Wall, and Weymouth, Murdough, and Stangel	3,319	3,370	3,452	3,593	573***
Gaston (Air Conditioned)**	3,345	3,396	3,478	3,619	573***
For single room in Dormitories, add	470	470	470	470	100***
Gordon Hall Suites:					
Efficiency Room	3,357	3,408	3,490	3,631	Not Open
Two-Bedroom Suite	3,443	3,494	3,576	3,717	Not Open
One-Bedroom Suite	3,557	3,608	3,690	3,831	Not Open
For single room Gordon Suites, add	520	520	520	520	Not Open

* The Super Plus Meal Plan, introduced in response to student requests, allows access to the dining rooms four times per day.

** Gaston Hall operates throughout the year. An additional \$26.00 charge will be made to residents remaining in the dormitory during the Christmas break.

*** 6 Weeks Term

- b. **Gaston Apartment Rates:** The Gaston Apartments are rented on a monthly basis without a meal plan. These rates include all utilities, furnishings, and telephone.

Rental Per Month

One-Bedroom Apartment	\$ 369
Two-Bedroom Apartment	437
Large Two-Bedroom Apartment	462

(2) **HOUSING FEES (Continued) (1)**

(B) **Miscellaneous Housing Rates for 1991-92**

1. Installment Fee: \$10 per semester for each resident electing to pay accounts in installments.
2. Late Payment of Room and Board: \$15 plus \$1 per each additional late day for each installment pay period. Maximum, \$30 for each installment pay period.
3. Men Athletes: 1991-92 Room and Reduced Board: \$2,340 per academic year.
4. Miscellaneous Guest Housing Rates:

a. **Guest Room and Apartment Rates**

All guest rooms and small Bledsoe Apartments:

Double Occupancy - per person	\$17.00/night
Single Occupancy - per person	22.00/night

Larger guest apartments:

Double Occupancy - per person	\$26.00/night
Single Occupancy - per person	34.00/night

b. **Conference Room Rates**

Double Occupancy - per person	\$14.00/night
Single Occupancy - per person	19.00/night

(C) **Conference Meal Rates, Including Sales Tax**

Breakfast	\$ 3.95
Lunch	5.75
Dinner	6.95

(1) See (6) **CHANGES IN FEES**, Item (E)

(3) OTHER FEES

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(A) All Colleges and the School of Law

1. Application Fee:
 - (a) Undergraduate (United States Citizens) \$25.00¹
 - (b) Graduate (United States Citizens) 25.00¹
 - (c) Law School 25.00
 - (d) Foreign (Undergraduate and Graduate) 50.00
2. Auditing Fee (Students enrolled in 11 semester credit hours or less) 10.00
3. Binding Theses and Dissertations:
 - Theses - 3 official copies 40.00
 - Dissertations - 3 official copies and microfilming 85.00
4. Class Schedule Change [per change, beginning 1st class day. A change shall be defined as the addition of a single course or section and deletion of a single course or section, or addition of single course, or deletion of a single course to the schedule of courses in which a student originally registered for an academic term. This fee may be waived only when the change in a student's schedule is for the convenience or as a result of required academic action of the University and is approved by the Dean (or Designee) of the college of school in which the student is enrolled with concurrence by the University Director of Admissions and Records (or) Designee]] 6.00
5. Computer Access Fee (Per Semester Credit Hour), but not to exceed \$45 each long term or \$27.50 each summer session. 3.00
6. Correspondence Courses:
 - High School Level (per ½ unit) 74.00¹
 - College Level (per semester credit hour) 40.00¹
 - Credit by Examination (High School and College Level) 25.00¹
7. Diploma Fee 12.00
8. Diploma Insert Fee (re-application for graduation) 2.00
9. Duplicate Copy of Registration Fee Receipt .50
10. General Property Deposit (Collected at first enrollment and maintained at this level at each subsequent enrollment) 10.00
11. Identification Card Maintenance Fee (\$2.50 for each long term, \$1 each summer session) 2.50¹
12. Identification Card Replacement Fee 10.00
13. Identification Card Revalidation Fee 5.00
14. Installment Payment of Tuition/Fees Option Fee (Percentage applied to the balance owed) 1.5%

(1) See CHANGES IN FEES, Item (F), (G) and (H)

(3) **OTHER FEES (Continued)**

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(A) **All Colleges and the Law School (Continued)**

15. Laboratory Fees (Per Laboratory Section; Not less than \$2 per Section, but not more than \$30, except that the fee shall not exceed, in general, the cost of operating the laboratory--not including personnel and equipment costs. The fee established for individual laboratory sections shall be determined and approved under a policy established by the Administration)	\$30.00
16. Late Charges on Loans	15.00
17. Late Payment Fee (After the second working day following the billing due date, not to exceed a maximum of \$75.00 each semester or term)	15.00
18. Late Registration Fee (beginning the 1st class day)	15.00
19. Law School Deposit	50.00
20. New Student Orientation Fee	15.00
21. Post Suspension Assistance Fee	85.00
22. Practice TASP Test Fee	3.00
23. Private Music Instruction:	
Applied Music 1001, 1002, 2001, 2002, 3001, 3002, 4001, 4002 5001 (1 hour each) (summer - \$6.00)	15.00
Applied Music 1001, 1002, 2001, 2002, 3001, 3002, 4001, 4002 5001, (2 to 4 hours each) (summer - \$12.00)	30.00
24. Reinstatement Fee (After the 12th Class Day, per Semester Credit Hour)	70.00
25. Returned Check Charges	15.00
26. Sponsored International Student Administrative Fee	150.00
27. Transcript Fee (per copy)	2.00

(4) PARKING FEES AND PENALTIES (1)

A. Permit Fees and Refunds

Rates Through	Faculty-Staff Reserved		Faculty-Staff Reserved		Faculty-Staff Area		Commuter		Residence Halls		Residence Halls Overflow		Two Wheeler	
	12 months		9 months		12 months		9 months		9 months		9 months		9 months	
	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund
Sep 30	\$82.00	\$71.15	\$61.65	\$50.60	\$43.00	\$35.40	\$32.00	\$24.40	\$46.00	\$36.90	\$38.00	\$29.75	\$9.00	\$4.00
Oct 31	75.35	64.30	54.80	43.75	39.40	31.80	28.40	20.80	40.90	31.80	33.75	25.50	8.00	3.00
Nov 30	68.50	57.45	47.95	36.90	35.80	28.20	24.80	17.20	35.80	26.70	29.50	21.25	7.00	2.00
Dec 31	61.65	50.60	41.10	30.05	32.20	24.60	21.20	13.60	30.70	21.60	25.25	17.00	6.00	1.00
Jan 31	54.80	43.75	34.25	23.20	28.60	21.00	17.60	10.00	25.60	16.50	21.00	12.75	5.00	0.00
Feb 28	47.95	36.90	27.40	16.35	25.00	17.40	14.00	6.40	20.50	11.40	16.75	8.50	4.00	0.00
Mar 31	41.10	30.05	20.55	9.50	21.40	13.80	10.40	2.80	15.40	6.30	12.50	4.25	3.00	0.00
Apr 30	34.25	23.20	13.70	2.65	17.80	10.20	6.80	0.00	10.30	1.20	8.25	0.00	2.00	0.00
May 31	27.40	16.35	6.85	0.00	14.20	6.60	3.20	0.00	5.20	0.00	4.00	0.00	1.00	0.00
Jun 30	20.55	9.50	---	---	10.60	3.00	---	---	---	---	---	---	---	---
Jul 31	13.70	2.65	---	---	7.00	0.00	---	---	---	---	---	---	---	---
Aug 24	6.85	0.00	---	---	3.40	0.00	---	---	---	---	---	---	---	---

Summer School Sessions

End of First Summer Term	\$15.00	\$6.00	\$15.00	\$6.00	\$3.00	\$1.00
July 31	10.00	1.00	10.00	1.00	1.50	0.00
End of Second Summer Term	5.00	0.00	5.00	0.00	0.75	0.00

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

Additional Permits	\$2.00
Replacement Permits	2.00
Temporary Permits (non-refundable)	
Area parking per week	2.00
Reserved space per week	3.00

(1) See CHANGES IN FEES, Item (I)

(4) **PARKING FEES AND PENALTIES (Continued) (1)**

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- B. **Penalties:** All vehicles driven on University property are subject to all State of Texas, City of Lubbock, and University laws and regulations.

1. Citation Service Fees:

- | | |
|---|---------|
| a. Handicapped Parking Violations (per citation; \$50.00.
If not paid within ten calendar days, thereafter) | \$55.00 |
| b. All other Parking Violations (per citation; \$10.00.
If not paid within ten calendar days, thereafter) | 15.00 |
| 2. Storage Fee for Impounded Bicycles (per week; commencing
72 hours after impoundment. Maximum Fee \$10.00/month) | 2.50 |
| 3. Towing Fees (In addition to the citation/s) - Some towing
fees may be higher, depending upon type, if vehicle towed
and towing service used) | 30.00 |
| 4. Fee if driver arrives after hook-up but prior to towing | 15.00 |
| 5. Storage Fee for Impounded Vehicles (per day; commencing
24 hours after impoundment. Maximum \$120.00/month) | 5.00 |

(1) See CHANGES IN FEES, Item (I)

(5) **STUDENT SERVICES FEE SCHEDULE (Continued)**

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Item M114

(A) All Colleges and School of Law - Summer Term*

Credit Hours Enrolled	Required Fees	For Services Of
Group I		
1	\$ 7.13	Learning Center
2	14.26	Campus Transportation System
3	21.39	Services KTXT-FM <u>University Daily</u> Law School Student Government Student Organization Advisement Health Sciences Center Student Government Student Association Spirit Activities University Counseling Center Attorney for Students Career Planning and Placement Texas Tech Band
Group II		
4	28.52	All Group I Services
5	35.65	Campus Organizations
6	42.78	Texas Tech Choral Organizations
7	49.91	Texas Tech Symphony Orchestra
8	57.04	Cultural Events
9	64.17	University Theatre
10	71.30	
11	78.43	Intercollegiate Athletics
12 or more	85.50	Recreational Services (Intramurals, Facilities, Aquatic Center, Sports Clubs)

*Grouping not applicable for students registered at Junction Center only. All services at Junction are available to all Junction Center Registrants.

(5) **STUDENT SERVICES FEE SCHEDULE**

Board Minutes
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Item M114

(A) All Colleges and School of Law - Long Term*

Credit Hours Enrolled	Required Fees	For Services Of
Group I		
1	\$ 7.13	Learning Center
2	14.26	Services KTXT-FM
3	21.39	<u>University Daily</u> Law School Student Government Student Organization Advisement Student Association Spirit Activities Health Sciences Center Student Government University Counseling Center Attorney for Students Career Planning and Placement Texas Tech Band
Group II		
4	28.52	All Group I Services
5	35.65	Campus Organizations
6	42.78	Texas Tech Choral Organizations
7	49.91	Texas Tech Symphony Orchestra
8	57.04	Campus Transportation System
Group III		
9	64.17	All Group I Services
10	71.30	All Group II Services
11	78.43	Cultural Events University Theatre
Group IV		
12 or more	85.50	All Group I Services All Group II Services All Group III Services Intercollegiate Athletics Recreational Services (Intramurals, Facilities, Aquatic Center, Sports Clubs)

*Grouping not applicable for students registered at Junction Center only. All services at Junction are available to all Junction Center Registrants.

(6) CHANGES IN FEES

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(A) Tuition - All Colleges Except School of Law

1. As a result of the action by the 69th Legislature, the following tuition rates are in effect for the academic year beginning with the Fall semester, 1991:
 - (a) All Colleges Except School of Law - Residents of Texas: \$20 per semester credit hour, \$100 minimum (increased from the \$18 per semester credit hour in effect for the 1990-91 academic year).
 - (b) All Colleges Except School of Law - Non Resident Students, United States Citizens and Foreign Students: \$128 per semester credit hour, no minimums (increased from the \$122 per semester credit hour in effect for the 1990-91 academic year).
2. At the March 15, 1991 meeting, the Board of Regents authorized the President to approve the assessment of additional tuition at a rate not to exceed \$20 per semester credit hour from students enrolled in graduate program courses.

(B) Tuition - School of Law

At the August 4, 1990 meeting, the Board of Regents approved that in addition to the statutory tuition, students who register in the School of Law after the Spring 1988 semester will be assessed an additional \$37 per semester credit hour effective for the Fall 1991 semester (increased from an additional \$30 per semester credit hour in effect for the 1990-91 academic year).

(C) Student Services Fee

The Student Services Fee Advisory Committee, composed of students, recommends that this fee be increased from \$6.85 to \$7.13 per semester credit hours with a \$85.50 maximum for full-time students (those registered for 12 semester credit hours or more). This is an increase in the maximum charge of \$3.50 per regular semester. The increase was recommended to provide for an increase in the allocation for campus transportation to improve the bus service, development of Multicultural Center Program offerings, increased support for the HSC Student Government and funding for the federally mandated increase in minimum wage and other possible salary and fringe benefits increases.

(D) Medical Services Fee

The current Medical Services Fee does not adequately fund the level of services needed for the Student Health Center. The \$12.50 increase in this fee will provide funding for the addition of two physicians and one nurse practitioner to the Health Center staff. This additional staffing will allow the Center to serve more students daily and reduce the waiting time from the one to two hours now experienced by the students. Section 54.50, Texas Education Code currently provides that the Medical Services Fee may not exceed \$25 each semester or \$12.50 each six-week summer term. Therefore, the approval of this increase in the fee is subject to the enactment of House Bill 982 (Robnett) or Senate Bill 507 (Montford) introduced in the 72nd Legislature. Each of these Bills would amend the current statute and provide for a maximum fee not to exceed \$55 each semester or \$25 each six-week summer term.

(E) Housing Fees

The cost of operating the residence halls is expected to increase in 1991-92. Increases resulting from the federally mandated change in minimum wage, which will significantly effect the rates for approximately 750 student employees, the contribution to the Employee Group Insurance Benefit, anticipated increases in utilities, and possible legislatively mandated increases in staff salaries and wages are the chief determinants of the rate changes. In the past, rate increases have been necessary to meet rising costs and the continued development of reserves necessary for a sound housing program (86-87, 4.0%; 87-88, 0.9%; 88-89, 6.8%; 89-90, 5.3%; 90-91, 3.0%; 91-92, 3.1%).

(6) CHANGES IN FEES (Continued)

(F) Application Fees

Current sources of funding for the admissions offices do not adequately fund the operations or allow for improvement of services. Additional funding is needed for increased clerical assistance in processing applications, cover a 16% increase in postage, and other expense increases. Of the five largest public institutions, the other four (A&M; UT/Austin; University of Houston; and North Texas) charge application fees to prospective students ranging from \$25 to \$50. The application fees for foreign and Law School students were approved by the Board several years ago.

(G) Correspondence Courses

The University's Correspondence Course Program must be fully self supporting. The recent 16% increase in postage, increased size of study booklets brought about by more sophisticated courses, and a need for funding for systematic course development justify the increases of \$5 in the high school level and \$1 in the college level fees. The increased fees compare favorably with those charged at the University of Texas/Austin, which is the only other major provider of such courses. At UT/Austin, the current correspondence course fee rates are: College credit - \$145 per semester hour; High School credit - \$85 per ½ unit; and credit by examination - \$30.

(H) Identification Card Maintenance Fee

Since the 1988 fee increase, we have identified increased annual costs of \$23,100 due to changes in the Identification Card System and federally mandated minimum wage increases. The changes include conversion to an instant picture card with standard ABA magnetic stripe, increases in CPU lease costs, and a major programming upgrade. Based on these increases, a change in the I.D. fee of \$.50 per semester during the regular academic year could be justified. No change would be necessary in the summer school fee.

(I) Parking Fees and Penalties

Parking fees and penalties were approved by the Board of Regents at the March 15, 1991 meeting.

CONTRACT

<u>Contracting Party</u>	<u>Date</u>	<u>Terms</u>	<u>Amounts</u>
1. Southwest Conference Football - 7 Teams	Various	7 SWC games 1991 season	\$125,00 - \$175,000/game (Up to \$125,000 Default Penalty)
2. California State University at Fullerton	7/13/90	3 Football games in 1991, 1995, 2004	\$150,000/game (\$300,000 Default Penalty)
3. University of Miami	3/13/89	4 Football games One game per season 1999 - 2002	Financial Guarantees to be set 1 year before game (\$100,000 Default Penalty)
4. Oklahoma State University	2/17/89	4 Football games One game per season 1996 - 1999	Financial Guarantees to be set 1 year before game (\$100,000 Default Penalty)
5. University of Oklahoma	7/06/90	2 Football games One game per season 1992 and 1994	\$200,000/game (\$100,000 Default Penalty)
6. University of Missouri	3/14/87	2 Football games One game per season 1995 and 1996	\$150,000/game
7. University of Nebraska	11/05/85	2 Football games One game per season 1993 and 1994	\$200,000/game (\$25,000 Default Penalty)
8. William T. (Spike) Dykes	11/20/90	Head Football Coach 10 years, 1991 - 2000	\$100,000/year
9. Larry Hayes	1/01/88	Head Baseball Coach 5 years, 1988 - 1993	\$39,900/year
10. Marsha Sharp	4/24/89	Head Women's Basketball Coach 5 years, 1989 - 1994	\$49,000/year
11. NCNB Texas (Formerly First Republicbank Lubbock)	9/30/87	Scoreboard Advertisement 10 years, 1988 - 1998	\$15,000/year
12. Clear Channel Communications, Inc.	2/25/91	Radio Broadcast Rights to Men's Football and Basketball games 4 years, 1991 - 1995	\$521,000 Contract Total

Board Minutes
May 10, 1991
Attachment No. M8
Item M119

CONTRACT

	<u>Contracting Party</u>	<u>Date</u>	<u>Terms</u>	<u>Amounts</u>
13.	Gerald Myers	2/05/90	Former Head Basketball Coach 5 years, 1990 - 1995	\$84,000/year
14.	T. Jones	9/06/88	Director, Intercollegiate Athletics 6 years, 1988 - 1994	\$100,011/year
15.	Louisiana State University	2/15/91	1 Football game 2000	\$350,000 revenue to TTU
16.	University of Colorado	2/13/91	2 Football games One game per season 1997 and 1998	\$150,000/game (\$150,000 Default Penalty)
17.	South Plains Broadcasting Co. d/b/a KFYO	2/15/91	Radio Broadcast rights to Men's Football and Basketball games, 5 years, 1991 - 1996	\$237,881 Contract Total
18.	North Carolina State	4/25/91	2 Football games One game per season 1992 and 1993	\$150,000/game (\$100,000 Default Penalty)
19.	Southern Methodist University Southwest Conference Football	4/19/91	2 Football games One game per season 1991 and 1992	\$125,000/game (\$62,500 Default Penalty)
20.	Southwest Conference and Raycom/ ARC Joint Venture	1/28/91	Telecast distribution rights of Football, Basketball, Baseball, and other sports, 5 years, 1990 - 1995	\$12,180,554 Contract Total

EASEMENT AGREEMENT

STATE OF TEXAS §
COUNTY OF LUBBOCK §

Grant of Easement

1. That TEXAS TECH UNIVERSITY, hereinafter called Grantor, for the sum of One Dollar (\$1.00) and the other good and valuable consideration expressed herein paid by AMERICAN TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Grantee, does hereby grant and convey unto Grantee an easement and right-of-way out of:

TRACT I: A portion of Tract 1, Planter's Industrial Park, an addition to the City of Lubbock, Section 5, Block O, and more fully described in Deed Book 1886, Page 261, County of Lubbock

TRACT II: A tract of land out of the North 1/2 of Section 6, Block O, and more fully described in Deed Book 1886, Page 262.

More particularly, a ten foot wide strip of land described by metes and bounds as follows:

TRACT I - A strip of land, 10 feet in width, being situated in Section 5, Block O, Lubbock County, Texas:

Beginning at the NE corner of Section 5; thence S 00°03'40" E along the East line of said Section 5 a distance of 60.00 feet to the true point of beginning;

Thence S 00°03'40" E a distance of 10.00 feet;

Thence S. 89°30'00" W a distance of 836.33 feet to a point of curvature;

Thence Northeasterly around curve to the right, said curve having a length of 65.79 feet, a radius of 215.00 feet, and a chord length of 65.53 feet;

Thence N 89°30'00" E a distance of 771.65 feet to the point of beginning;

all lying in Section 5, Block O, and containing 0.1870 acres more or less;

TRACT II - A strip of land, 10' feet in width, being situated in Section 6, Block O, Lubbock County, Texas:

Beginning at the Northwest corner of Section 6; thence N 89°30'00"E along the North line of said Section 6 a distance of 837.04 feet; thence S 00°03'40" E a distance of 45.00 feet to the true point of beginning;

Thence S 00°03'40" E a distance of 10.00 feet;

Thence S 89°30'00" W a distance of 189.29 feet;

Thence S 76°57'41" W a distance of 66.92 feet;

Thence S 89°30'00" W a distance of 582.52 feet;

Thence N 00°03'40" W a distance of 10.00 feet;

Thence N 89°30'00" E a distance of 581.35 feet;

Thence N 76°57'41" E a distance of 66.92 feet;

Thence N 89°30'00" E a distance of 190.46 feet to the point of beginning;

all lying in said Section 6, Block O, and containing 0.1925 acres more or less.

As additional consideration, Grantee agrees to take full responsibility for the maintenance, upkeep and repair of the communication cable in the event of damage or destruction to such cable by any party.

Purpose of Easement

2. The right-of-way, easement and rights and privileges herein granted shall be used only for the purpose of placing, constructing, maintaining, operating, replacing, protecting, repairing, rebuilding and removing a fiber optics communication cable on the hereinabove described property and shall not interfere with Grantor's rights or use of the property.

Duration of Easement

3. The easement, rights, and privileges herein granted shall be perpetual or for so long as Grantee shall operate the fiber optics communication cable for the purposes stated above or until the Grantee ceases to use and maintain the

communication cable for one year at which time all right and interest under this agreement shall revert to the Grantor.

Grantor hereby asserts that it is the owner of the above real property and that Section 109.48 of the Education Code of the State of Texas authorizes the Board of Regents of Texas Tech University in Lubbock County to grant easements involving or in connection with utility services on, over or through the campus of Texas Tech University.

Rights Reserved

4. The Grantor reserves the right to make installations of its own, crossing the installations of Grantee at such point as the Grantor deems proper, and to grant other parties the right to cross same.

All such crossings shall be made with due regard to safety and sound construction practices, and with adequate and generally accepted clearances, and the Grantor shall require any party to whom it grants the right to install lines or other facilities crossing said easement to make its installations in such a manner so as not to interfere with the installations of Grantee made pursuant to this easement. All such crossings shall be made at the cost and expense of the party who installs the lines or other facilities which cross those already in place.

Grantor retains for itself and its heirs and assigns the right to farm, graze, right to build and use the surface herein for drainage ditches, streets, parking areas and to use and enjoy the land described above except as the use thereof may be necessary for the purposes provided herein.

Prevention of Damage

5. Grantee agrees it will prevent damage to the surface and surrounding area and will back-fill its excavations in such a manner to restore the surface of the ground as nearly to its original condition as possible. Original as used in this paragraph shall mean the pre-existing condition immediately prior to the repair or alteration.

Grantee will neither remove nor destroy any permanent facility or permanent landscaping of Grantor without obtaining prior approval of Grantor. Grantee will notify the Grantor prior to an installation whether or not installation of the above facilities will disturb permanent facilities including, but not limited to, landscaping.

Grantee agrees to bury the cable constructed hereunder to a minimum of five feet (5') below normal ground level at the time of construction and agrees to pay any damages which may arise to improvements, growing crops and timber in laying, constructing, maintaining, operating, replacing, protecting, repairing, or changing the size of the communications cable.

Hold Harmless

7. Grantee agrees to indemnify and hold Grantor, its officers, agents or employees, harmless from any loss or damage to persons or property resulting from the Grantee's installations, operations or maintenance of the cable to be installed pursuant to this agreement.

Failure to Perform

8. Should Grantee fail to perform any covenant, undertaking, or obligation arising hereunder, all rights and privileges granted hereby shall terminate and this agreement shall be of no further force or effect.

Entire Agreement

9. This instrument contains the entire agreement between the parties and may not be amended absent subsequent modification in writing.

Binding Effect

10. This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors and assigns.

IN WITNESS THEREOF, this instrument is executed this the _____ day of _____, 1991.

TEXAS TECH UNIVERSITY

BY: _____

Provost Report

May 10, 1991

Thank you, Mr. Chairman. My report today will include briefings on three items. First, an update on admissions and a summary of our planning for initiating an admissions review process. Second, an update on the Strategic Planning Report, and third, an update on two dean searches, Arts and Sciences, and Architecture.

First, admissions. As you are aware, this is the third and final year of our plan to upgrade undergraduate admission standards. At the present time, overall admissions are down 9% from the same time last year. This reflects a decrease in freshman admissions of 18%. Retention and admission of transfer students are responsible for the improvement in overall admissions. Only two weeks ago overall admission was down 18%. The average SAT score for admitted students is 962. This compares to an overall average of students enrolled last fall of 909. Regarding class rank, 61% of the admitted students ranked in the top quarter of their class, and 95% ranked in the top half. Of course all of the admitted students will not enroll, but the plan is working, and working well.

At the present time, a committee is working to establish guidelines for an admission review policy. Our present system is 100% objective and based upon only two factors--rank in class and test scores--and an admission review policy will allow us to review other factors in an attempt to determine the probability of success of individual students at Texas Tech University. The final procedure will track very closely that used at the University of Texas at Austin and Texas A&M University. Some factors which may be used in the review process, other than rank in class and test score, are the following: High school attended; courses taken in high school; proposed major; sectional scores on standardized tests; extracurricular participation; leadership and elected offices in high school; specialized abilities; references.

We are experimenting with two small groups of near qualifiers this year and plan to have the review system in place for students who apply for admission in the fall of 1992.

The first draft of the Strategic Planning Task Force Report is nearing completion. It should be in the President's hands within two weeks. The thrust of the Report is twofold. First, to identify several programs for enhancement and suggest sources of revenue, and second, to establish guidelines for continuation of the strategic planning process. I will have a complete report on the recommendations at your next meeting.

As you know, we have been searching for two deans--one for the College of Architecture and another for the College of Arts and Sciences. The Arts and Sciences search has been completed and it gives me a great deal of

pleasure to introduce to you our new dean who will take office September 1, 1991, Dr. Jane Winer from the Department of Psychology. Dr. Winer has been serving as Associate Dean for Research for the College for the past six years. She is a competent scholar and an effective administrator, and we are very pleased that she has accepted this appointment.

The Architecture search continues. Will Robinson, the Interim Dean, has been hospitalized and Dr. Michael Jones, Associate Dean, is serving as Acting Dean while Will recuperates. Meanwhile, the search to fill the position on a permanent basis continues.

I'd like to close by referring to the lead article in the *Chronicle on Higher Education* in the September, 1990 edition. The article focused on the sweeping changes which are occurring at major research universities. These were threefold. First, the effort to globalize campus programs which we have responded to by organization of the Office of International Affairs; second, the need to restructure and prioritize all areas--administrative and academic--to deal with tough financial problems, which we are beginning to address through the Strategic Planning Task Force; and third, a call for improving undergraduate education and achieving better balance between research and teaching. In response to the third item, the Faculty Senate ad hoc Committee on the State of Teaching at Texas Tech has recently completed an exhaustive and excellent report which I fully endorse. Summarizing very simply, the message was that things aren't bad, but they could be better. I will share my comments on the recommendations of the committee with you at your August meeting.

RESOLUTION

Freda Pierce

WHEREAS, Mrs. Freda Pierce began employment at Texas Tech University on September 1, 1969 as Secretary to the Board of Regents and has continued in that capacity to this date, and

WHEREAS, she is widely known and respected by numerous friends and colleagues of the campus community who appreciate her ever-helpful, understanding, and cooperative attitude when called upon for advice or assistance while working with matters involving the Board of Regents, and

WHEREAS, the many significant or sensitive issues brought to the Board's attention, by individuals in ordinary public life to those of prominence or high position, have routinely and without fanfare been managed adroitly by Mrs. Pierce with discretion, astute judgment, and efficiency, and

WHEREAS, Mrs. Pierce participates actively in many campus activities so as to improve her understanding of the operations of Texas Tech University and Texas Tech University Health Sciences Center thereby increasing her knowledge and enhancing her ability to carry out her duties and deal effectively with matters of regental interest, and

WHEREAS, Mrs. Pierce recognizes the great demands of responsibility, competence, and trust associated with her position and has met these critical requirements with exemplary conduct, noteworthy performance, and integrity that have reflected favorably on the Office of the Board of Regents and the two institutions, and

WHEREAS, the Board of Regents is the center of governance of the University and the Health Sciences Center and Mrs. Pierce's outstanding administrative and organizational ability have been important factors in assuring that the business of the Board is transacted efficiently, its meetings highly organized, and its major actions and decisions administratively correct and documented fully and accurately in the official records of the Institutions, and

WHEREAS, Mrs. Pierce will conclude 21 years and nine months of dedicated, loyal, and praiseworthy service upon her retirement May 31, 1991,

THEREFORE BE IT RESOLVED, that the Board of Regents of Texas Tech University pause in its deliberations to recognize the achievements and exceptional contributions of Mrs. Pierce, and

BE IT FURTHER RESOLVED, that this resolution be spread upon the minutes of this meeting and a copy delivered to Mrs. Pierce.

*Texas Tech University
May 10, 1991*

*By
Alan B. White, Chairman*

TEXAS TECH UNIVERSITY
Lubbock, Texas

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TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Teaching Appointments
February 1, 1991 to April 1, 1991

1.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
DeBell, Camille Assistant Professor	Education	9/1/91-5/31/92
Reed, Joel Assistant Professor	English	9/1/91-5/31/92
Terry, H. Robert, Jr. Assistant Professor	Agricultural Education and Mechanization	9/1/91-5/31/92

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Teaching Retirements,
Resignations and/or Terminations
February 1, 1991 to April 1, 1991

2.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Kyre, Martin T., Jr. Associate Professor	Political Science	5/31/90

TEXAS TECH UNIVERSITY

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

3. FEBRUARY 1, 1991 THROUGH MARCH 31, 1991

Project Activity	Amount	Source of Funds
-----	-----	-----
Texas Agricultural Loan Mediation Program Revised Budget: \$1,342,260	\$ 414,290	USDA Farmers Home Administration
Precipitation Structure of Mesoscale Convective Systems Revised Budget: \$115,300	\$ 80,635	National Science Foundation
Mitigation of Damage to Structures Supported on Slab-on-Ground Foundations Constructed over Expansive Soils	\$ 116,173	National Science Foundation
Head Start Regional Training & Technical Assistance Resource Center (ALTON) Revised Budget: \$961,783	\$ 559,889	Department of Health & Human Services
New Methods for the Preparation of Copper Indium Diselenide Revised Budget: \$116,000	\$ 84,920	Texas Higher Education Coordinating Board
Cogeneration Demonstration Project	\$ 470,000	Office of the Governor of the State of Texas - Energy Division
In Vitro Production of Cotton Fiber Revised Budget: \$515,000	\$ 150,000	Dodge Jones Foundation
General Telephone and Electric PREP Program Revised Budget: \$350,100	\$ 150,000	General Telephone and Electric Foundation
TOTAL	<u>\$2,025,907</u>	

Texas Tech University
Report of Official Travel
Cumulative by Fiscal Quarter
Fiscal Year 1991

4.

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

	This Year Quarter <u>I&II</u>	Last Year Quarter <u>I&II</u>
(a) Commercial Airfare	\$ 539,357.03	\$ 454,465.74
(b) Personal Auto Mileage	83,429.38	58,367.14
(c) Automobile Rental	66,891.11	66,842.83
(d) Per diem (In-State)	223,943.11	196,095.63
(e) Meals and Lodging (Out-of-State)	310,638.84	250,355.14
(f) All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	<u>372,316.15</u>	<u>331,140.07</u>
Sub-Total	<u>\$ 1,596,575.62</u>	<u>\$ 1,357,266.55</u>
(g) Intercollegiate Athletic Team Travel	<u>435,142.74</u>	<u>502,397.98</u>
Totals	<u><u>\$ 2,031,718.36</u></u>	<u><u>\$ 1,859,664.53</u></u>

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

	<u>Percent of Total Travel Cost</u>			
	<u>In-State</u>	<u>Out-of- State</u>	<u>Out-of- Country</u>	<u>Total</u>
(a) To present an original research paper	1.83	6.06	1.42	9.31
(b) Required for research project	1.22	.67	1.08	2.97
(c) Attendance at profes- sional meeting, workshop, conference, seminar, etc.	26.96	40.44	4.17	71.57
(d) To perform official business and duties	10.37	2.23	.87	13.47
(e) Multi-purpose meeting/ paper	<u>.60</u>	<u>1.04</u>	<u>1.04</u>	<u>2.68</u>
Totals	<u><u>40.98</u></u>	<u><u>50.44</u></u>	<u><u>8.58</u></u>	<u><u>100.00</u></u>

Texas Tech University
Report of Official Travel
Page 2

III. Cities traveled to and number of trips (3647) for the purposes shown in Section II and for Quarter I & II.

- (a) In-State : Amarillo (105), Austin (351), Corpus Christi (25), Dallas/Fort Worth (541), El Paso (88), Houston (177), Midland/Odessa (71), San Antonio (159), West Texas Area (385), Others (432).
- (b) Out-of-State : Albuquerque (68), Chicago (57), Los Angeles (22), New Orleans (54), New York (20), San Francisco (59), Washington, D.C. (116), Others (830).
- (c) Out-of-Country: Uppsala, Sweden (1); Cairo, Egypt (12); San Juan, Puerto Rico (8); Toronto, Canada (13); Madras, India (1); Calgary, Canada (3); Buenos Aires, Argentina (1); Amsterdam, Holland (1); Hagen, West Germany (1); Melbourne, Australia (1); Puebla, Mexico (1); London, England (6); Vienna, Austria (1); Brussels, Belgium (1); Reading, England (1); San Juan, Costa Rica (2); Paris, France (2); Glasgow, Scotland (1); Tokyo, Japan (3); Kyoto, Japan (3); Prague, Czechoslovakia (1); Reykjavik, Iceland (1); Montreal, Canada (1); Mexico City, Mexico (2); Chihuahua, Mexico (1); Seville, Spain (1); Berlin, Germany (1); Sheffield, U.K. (1); Vancouver, Canada (2); Caracas, Venezuela (1); Baroda, India (1); Norwick, England (1); Copenhagen, Denmark (2); Moscow, Soviet Union (1); Ottawa Ontario, Canada (1); Madrid, Spain (1); Sydney, Australia (1); Trinidad, West Indies (1); Monterrey, Mexico (1); Cambridge, England (1); Graz, Austria (1).

5. Argyle Mechanical, Inc. - Cooling Towers Repair and Renovation, CHACP #1
a. The following Amendment No. 1 to Contract No. 91-958/1 is entered for informational purposes. The contract was entered in the January 19, 1991, Minutes, Item #5a, page 6.

Contract No. 91-958/1

Amendment No. 1 to Contract No. 91-958

CHACP #1 - Repair and Renovation of Cooling Towers

The Agreement between Argyle Mechanical, Inc., Dallas, Texas, and Texas Tech University, Lubbock, Texas, dated December 4, 1990, is amended as follows:

To repair and seal structural concrete deterioration in the floor, walls, and columns in cooling towers 3 and 4, in the amount of \$62,000.

The new contract sum shall be \$572,550.

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

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this the 22nd day of February, 1991.

ARGYLE MECHANICAL, INC.

TEXAS TECH UNIVERSITY

By:

Date: 3/12/91

By:

Robert W. Lawless
President

Date: 3/4/91

REVIEWED FOR FISCAL IMPLICATIONS

Don E. Cosby, Vice President
for Fiscal Affairs

Date: 2-26-91

REVIEWED FOR FORM

Pat Campbell, Vice President
and General Counsel

Date: 2-21-91

Cox Cable - Residence Halls

5. b. The following agreement with Cox Cable Lubbock, Inc., for a cable television distribution system in the residence halls is entered for informational purposes. Execution of this agreement was authorized in the meeting of March 15, 1991, Item M88.

Contract No. MU751

CABLE TELEVISION SYSTEM AGREEMENT
FOR TEXAS TECH UNIVERSITY

AGREEMENT made this 1st day of April, 1991 by and between Texas Tech University (the "University") and Cox Cable Lubbock, Inc. ("Cox Cable" or "Cox").

WHEREAS, Cox Cable is the owner and operator of a cable television system serving Lubbock, Texas; and

WHEREAS, the University and Cox Cable desires that Cox Cable construct, install, maintain and operate a cable television distribution system among its residence halls on University property; and

WHEREAS, the University and Cox Cable desires that Cox Cable provide cable television service to the students residing in the residence halls;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. Purpose and Term. The purpose of this Agreement is to state the terms and conditions under which Cox Cable will make cable television services (the "Service") available to persons renting or leasing dwelling units within the residence halls of the University. It is understood that the fee for subscribing to and payment for the Service shall be the sole responsibility of the resident student.

The cable television service provided under this Agreement shall commence upon completion of the installation of the cable television distribution system and equipment (the "Equipment"), and shall remain in effect for a period of twelve (12) years. At the expiration of the original twelve (12) year term, this contract may be renewed for an additional twelve (12) year period, under the same terms and conditions as provided herein, at the option of Cox Cable and/or

Texas Tech University (the "Term"). Cox Cable will provide to the University a timetable for the installation of the cable television distribution system, including a start date and completion date. Notwithstanding anything contained herein to the contrary, Cox Cable or Texas Tech University shall have the right to terminate this Agreement upon sixty (60) days written notice if Cox Cable's right to provide cable television service within the City of Lubbock expires or is terminated. It being agreed and understood that Cox Cable is solely responsible for obtaining all licenses and permits associated with this agreement.

Subscriber rates and other terms and conditions for individual services shall be in accordance with Cox Cable's individual subscriber rates attached hereto as Exhibit B and other terms and conditions as they shall be established and amended by Cox Cable from time to time upon thirty (30) days written notice to the University and the subscribers. Such rates, deposits, and terms shall in no event exceed that charged to other Cox Cable customers in the City of Lubbock, without University agreement. Cox Cable will be solely responsible for the billing and collection of its subscriber fees from the residence hall customers.

2. Access. The University shall give Cox Cable the right for the Term to enter the University premises during reasonable hours to install, connect, disconnect, transfer, inspect, improve, maintain, service, repair, remove and/or replace the Equipment necessary to provide the Service, and to do all other reasonable things necessary to ensure its continued and proper operation. Upon termination of the Service to any individual customer, or upon expiration of the Term or earlier termination of this Agreement, in accordance with its terms, Cox Cable may enter the University premises and remove its equipment. Except in the event of an emergency, any entrance by Cox Cable will be with the advance notice and consent of the Director of Housing and Dining Services or his/her designee. Entry into any individual customer's room will only be performed when the resident(s) of that room are present, or by appointment and arrangements made with the resident(s).

This license for access shall be binding on any and all successors in interest or assigns of the University; and the University agrees to require its successors in interest or assigns to abide by same.

3. Payment to the University. Payment of \$10,000 per year to the University shall be due at the end of each contract year. This payment is not to be considered a franchise fee or an access fee. The first such payment shall be due on March 31, 1992, with a like payment being due on the same day of each subsequent contract year, for a total of twelve payments of \$10,000 each.

4. Location and Power. The University shall provide to Cox Cable at no cost to Cox Cable adequate space to house the Equipment required for the provision of the Service, and the electrical power necessary to operate the Equipment. Cox Cable will specify location, space, and amount of power needed for approval by the University. Cox Cable shall be responsible for securing its Equipment, and to this end, shall have the right to take such reasonable precautions as it deems necessary in securing the Equipment with the University's permission. During the Term, all of the Equipment installed by Cox Cable is and shall at all times remain the property of Cox Cable and shall be used exclusively for Cox Cable's operations.

5. Installation and Maintenance. Cox Cable will install and will maintain the Equipment in a workmanlike manner and in accordance with the design specifications provided to and approved by the University in conjunction with Cox Cable's proposal. Cox Cable will present a construction schedule to the University after the signing of the contract, but prior to any work being done. Cox Cable, at its option, may repair, replace or upgrade such Equipment as it sees fit. Any damage caused to University property by Cox Cable during installation, repair, or removal of the Equipment will be repaired to the satisfaction of the University at Cox Cable's expense.

Cox Cable will install a broad band, two-way capable cable television system as well as a multiple fiber trunk system to be installed at the same time as the coaxial trunking system. The fiber

will be capped and will consist of fiber backbone with six (6) fibers at a coupler location.

- A. The following design criteria and vendor equipment will be utilized during the design process:

1) FREQUENCY BANDWIDTH

1. 50 mhz to 450 mhz forward system.
2. 5 mhz to 30 mhz reverse system.

2) AMPLIFIER SPECIFICATIONS - Scientific Atlanta equipment will be used.

See Exhibit C for specifications.

3) PASSIVES - All passives will also be Scientific Atlanta. See Exhibit D for specifications.

4) COAXIAL CABLE - Comm Scope .750, .50, and drop cable will be used.

See Exhibit E for specifications.

5) OPERATING LEVELS:

<u>Amp Type</u>	<u>450/54 MHZ</u>	<u>FWD IN</u>	<u>REV IN</u>
Trunk	31.0/28.0	10.0	17.0
Trunk/Bridger	40.0/33.0	10.0	17.0
Extender	43.0/36.0	15.0	17.0

6) SYSTEM TECHNICAL PARAMETERS - Carrier to noise, composite triple beat, 2nd order harmonics and hum will be addressed by Cox Cable's design program. Acceptable parameters will be determined by Cox Cable prior to implementation of the design program.

7) TRUNK/FIBER BACK BONE - The trunk system will initiate at the pick up point of the existing Cox Cable system. Trunk installation will be placed in underground conduit in the University tunnel system at Doak Hall. A mini headend will be installed at this point to incorporate channel insertion and deletion capability. The trunk system will exit Doak Hall and continue a design routing that will allow cable service to all campus residence halls. At each break off and/or intersection of the tunnel system, a DC or splitter will be inserted to

provide future expansion of the broadband system. All design criteria, cable routing, installation plans, etc. will be reviewed and approved by the appropriate University personnel prior to commencement of work.

8) **DISTRIBUTION SYSTEM** - The distribution system will branch from the backbone and enter each residence hall at the designated point. The distribution network will be installed in a riser fashion with equipment and cable being housed so that entry can only be obtained by Cox Cable personnel. The plan for installation of the system will be reviewed and approved by University personnel prior to commencement of work.

9) **DROP INSTALLATION** - The system will be designed so that every residence hall room will be wired for CATV service. All drops will be installed so as to provide maximum security against tampering. All drop specifications will be reviewed and approved by the appropriate University personnel prior to commencement of work.

B. Cox Cable will construct the system at no cost to the University.

C. All design maps are the proprietary information of Cox Cable Lubbock, Inc., and may not be utilized in any way without the express written permission of Cox Cable Lubbock, Inc.

6. Operation of the Cable System.

A. **INSTALLATION** - Cox Cable will retain an experienced cable television construction contractor with sufficient expertise to construct the system in strict compliance with the specifications. All construction will be in compliance with OSHA, the National Electrical Safety Code, as well as all state and local codes, where applicable. Cox Cable will submit its proposed contractor to the University for approval.

B. **MANAGEMENT** - The management and maintenance of the cable system will be done from Cox Cable's office at 6710 Hartford, Lubbock, Texas. Cox Cable will handle maintenance problems on a "same day" basis, whenever possible. Cox Cable will maintain a warehouse of sufficient spare parts necessary to repair the system immediately in the event of a problem. Cox Cable will be solely responsible for the repair and maintenance of the system at its expense.

7. Ownership. All Equipment installed in and on University property or furnished to subscribers by Cox Cable is and shall remain the property of Cox Cable and shall be exclusively for Cox Cable operations. Upon expiration of the Term or earlier termination of this Agreement in accordance with the terms and conditions herein, Cox Cable shall, at the option of the University (i) enter the premises and remove its Equipment; or (ii) upon payment to Cox Cable by the University of the price of the Equipment agreed upon at the time of termination, the Equipment shall become the property of the University. The Equipment shall not include any decoders or other customer reception equipment which shall remain the property of Cox Cable.

8. Interference. The University shall not move, disturb, alter or change the Equipment or connect any device to the Equipment, and shall not authorize anyone to do so. In the event that a University operation causes interference with the signal of Cox Cable, the cable operator shall use best efforts to accommodate such operation and still provide a clear signal to subscribers. If, after using such best efforts, the signal cannot be restored, Cox Cable will not be considered in default. Texas Tech University reserves the right to direct University operations as required. The University shall not be responsible to any party for the acts of its students regarding the Service or Equipment, unless such acts are at the direction of the University or result from the negligence of the University.

9. Insurance. Cox Cable shall, during the term of this Agreement, provide insurance limits no less than the following:

- (a) Worker's Compensation Insurance in limits and with coverage as required by State law.
- (b) Employer's Liability Insurance with combined single limits of not less than \$100,000.
- (c) Comprehensive General Liability, Operations Liability and Contractual Liability Insurance with bodily injury and property damage combined single limits of \$1,000,000.
- (d) Business Automobile Liability Insurance with bodily injury and property damage combined single limits of \$1,000,000.

Cox Cable shall furnish the University Certificates of Insurance from insurance carriers satisfactory to the University certifying that the insurance required to be maintained above is in full

force and effect. The University shall be given thirty (30) days notice prior to any cancellation or change of said insurance should Cox Cable fail to maintain it in force and shall, prior to cancellation obtain other insurance acceptable to the University. Cox Cable will provide the University with an endorsement form from the insurance carriers naming the University as an additional insured under the policies.

10. No Agencies. Cox Cable and the University are independent business entities and each has no authority to act for, or on behalf of, or bind the other to, any contract, without the other's written approval.

11. Act of God. Cox Cable shall have no liability to any person for failure to meet any of its obligations under this Agreement, where such failure is the result, in whole or part to any labor dispute, failure of usual sources of supply, war, riot, insurrection, vandalism, commotion, fire, flood, earthquake, accident, storm, act of God or government, or any other cause beyond Cox Cable's reasonable control. If the Service is interrupted for any reason, within the reasonable control of Cox Cable, for a continuous period of thirty (30) days, the University shall have, as its sole remedy, the right to terminate this Agreement upon ten (10) days written notice.

12. Programming. Cox Cable shall provide to each residential unit in the residence halls subscribing to the Service the programming set forth on the channel lineup on Exhibit A. Cox Cable reserves the right to change, modify, or delete programming in its discretion, which programming will be the same as provided to all Cox Cable customers in the City of Lubbock. Cox Cable and the University agree that reception of the Service shall be limited to the residential living units of the residence halls.

13. Successors and Assigns. This Agreement shall be binding upon and shall enure to the benefit of Cox Cable and the University and their respective permitted successors and assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

14. Student Information Channels. Cox Cable will dedicate up to three (3) channels on the cable system for the exclusive use of the University for the transmission of alpha numeric and audio/video programming. These channels, to be called Student Information Channels, and all programming thereon, shall be under the sole and exclusive control of the University. Cox Cable will provide a character generator to be located at the discretion of the University for use in programming of the Student Information Channels. The University shall be responsible for all costs, expenses, damages or liabilities of any nature whatsoever, excluding damages or liabilities arising from the acts or omissions of Cox Cable, which may arise in connection with the use of the channels, including but not limited to, securing all rights, authorization, licenses and other clearances for any and all programming carried on the Student Information Channels. This provision shall not be construed to place responsibility on Cox Cable for damages or liabilities caused by acts or omissions of Cox Cable solely by virtue of its being the program provider.

Initially, one Student Information Channel will be dedicated and as that channel becomes full or as the need for another channel arises, Cox Cable will then activate any additional channels at the request of the University.

15. Monitoring the Service. Cox Cable will provide free basic cable service to five (5) service outlets on campus, at locations to be mutually determined by Cox Cable and the University. These locations will not be in public or common use areas.

16. Amendments. This instrument may not be amended orally, but only by an instrument in writing signed by the parties. This Agreement, together with the Exhibits, copies of which are attached hereto and specifically incorporated herein, contain the entire agreement of the parties and supersedes any and all agreements or understandings, oral or written, made by the parties.

17. Governmental Rules and Governing Law. This Agreement and the obligations of the parties shall be subject to all applicable laws, rules, regulations, franchise ordinances, court rulings, administrative orders and presidential decrees, including without limitation, the Communications Act

of 1934, the Cable Communications Policy Act of 1984, and the rules and regulations of the Federal Communications Commission, as they may be amended from time to time. Any action taken or failure to perform any action by Cox Cable or the University in order to comply with any applicable law, rule, regulation, applicable franchise ordinance, court ruling, administrative order or presidential decree shall not constitute a breach of this Agreement and the responsibilities of the parties shall be readjusted accordingly. This Agreement shall be construed in accordance with the laws of the State of Texas.

18. Notices. Any notices provided for hereunder shall be in writing, and sent certified mail, return receipt requested. All notices shall be sent to the address listed below or to such other address as a party may notify another party in writing:

To Cox Cable: Cox Cable Lubbock, Inc.
 6710 Hartford Avenue
 Lubbock, TX 79413

Attn: Vice President and General Manager

To University: Texas Tech University
 P. O. Box 4629
 Lubbock, TX 79409
 Attn: Director of Housing and Dining Services

19. Authority. Each person signing on behalf of the parties hereto represent and warrant that they have full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation of such party.

20. Indemnification. Cox Cable agrees to indemnify and hold the University harmless and defend the University from and against liability for loss of any nature whatsoever, including

attorney's fees, arising out of or relating to Cox Cable's occupancy of University property and the operation of the cable system, excluding, however, any negligent or willful misconduct on behalf of the University, its agents or employees.

21. Change in Facilities. In the event the University adds additional residence halls to or adjacent to University premises during the Term, this Agreement shall extend to all additional residence units added. The University reserves the right to renovate facilities with the full cooperation of Cox Cable to rewire as necessary. The University also reserves the right to close residence halls or convert them to other uses without incurring any obligation to Cox Cable.

22. Default. In the event that either party fails to perform or observe any of the covenants, conditions, or agreements to be performed or observed by it hereunder, which failure shall not be remedied within thirty (30) days after notice thereof by the non-defaulting party, the non-defaulting party may declare a default of this Agreement and, at its option, immediately terminate this Agreement and all rights thereunder.

23. No Additional Outlets. Cox Cable will only install one service outlet to each residential room.

24. Cooperation. The University will cooperate with Cox Cable in maximizing the number of residence hall students subscribing to the Service. In this regard, the University will distribute free to students material deemed appropriate by the University provided by Cox Cable which advertises the availability of the Service to residence hall students within the University. Additionally, the University will provide Cox Cable with an area during registration for Cox Cable to set up an information booth to provide information and sell the Service to residence hall students. The University will assist in the recovering of decoders, by permitting students to return the decoders to residence hall offices when they discontinue service or move out of the residence halls. The University will provide forwarding addresses of students, if such addresses are directory information.

25. Additional Terms. During the period of construction of the cable television system, Cox Cable will execute a payment and performance bond issued by a surety company authorized to do

business in the State of Texas and acceptable to Texas Tech University in the amount of one hundred thousand dollars (\$100,000), payable to Texas Tech University and conditioned on the faithful construction of the cable television system.

Following completion and acceptance of the construction of the cable television system, Cox Cable will execute a bond issued by a surety company authorized to do business in the State of Texas and acceptable to the University in the amount of two thousand five hundred dollars (\$2,500), payable to the University and conditioned on the faithful performance of the obligation agreements and covenants of the contract for the contract period or extension thereof.

Cox Cable Lubbock, Inc.

4-5-91
Date

Texas Tech University
By: Robert W. Lawless,
President

3/20/91
Date

Exhibit A
LIMITED & BASIC CHANNEL LISTINGS
as of 4/1/91

CHANNEL	LIMITED SERVICE	DESCRIPTION
2	PREVIEW GUIDE	Program schedule previews
3	K40AN	American Christian Television Services
4	TBN	Trinity Broadcast Network-religious prog.
5	KTXT	TV 5 - Public Broadcast Service, Lubbock
8	KAMC	TV 28 - ABC, Lubbock
10	KJTV	TV 34 - Fox affiliate, Lubbock
11	KCBD	TV 11 - NCB, Lubbock
12	LISD TV	Education
13	KLBK	TV 13 - CBS, Lubbock
25	Community Access/ The Video Pgs.	The Video Pages
36	C-Span II/ Government Access	24-hours public affairs programming from Washington, D.C.
37	C-Span	Live coverage of Senate

CHANNEL	EXPANDED SERVICE	DESCRIPTION
6	ESPN	Entertainment Sports Programming Network
7	Discovery	Science and technology
9	CNN	Cable News Network - In-depth news &
14	TNT	Turner Network Television
15	The Weather Chnl	24-hour regional and local weather
16	WOR	TV-9 - Independent, New York
17	WTBS	TV 27 - Independent, Atlanta
18	A & E	Arts & Entertainment - Fine Arts
19	TNN	The Nashville Network - Country Entertainment
20	NICKELODEON	Children's programs for all ages
21	WGN	TV 9 - Independent, Chicago
22	MTV	Music Television - 24 hour Contemporary/Pop
23	The Family Chnl	Family oriented programming
24	VH-1	Video Hits One-Adult music and soft rock
26	AMC	American Movie Classics-Classical movies
27	BET	Black Entertainment Network
28	LIFETIME	24-hour contemporary life & health issues
29	CNN Headline	Complete news in brief from around the world
30	USA	Movies, sports, children's & women's programming
31	QVC	Shopping channel
32	CNBC	Business news and information
34	E! Entertainment	24-hour movie and entertainment information
35	The Travel Chnl	Travel information and world travel news
39	Telemundo	Spanish programming
40	Univision	Spanish programming

Exhibit A
PREMIUM CHANNEL LISTINGS
as of 10/1/90

<u>CHANNEL</u>	<u>SERVICE</u>	<u>DESCRIPTION</u>
41	TMC	The Movie Channel - Exclusive movies
42	Cinemax	Movies, Comedy, Video Music, Variety
43	Disney	Disney classic movies, Cartoons, Family programs
44	Showtime	Movies, Sports, Specials
45	HBO	Movies, Sports, Specials
46	HSE	Homes Sports Entertainment - Regional features
48	VC Barker	Viewer's Choice program schedule
49 *	Continuous Hits Pay Per View	(pay only for movies/events you view)
50 *	Viewer's Choice 1	Pay Per View (pay only for movies/events you view)
51 *	Viewer's Choice 2	Pay Per View (pay only for movies/events you view)
52	VC Barker	Viewer's Choice program schedule
53 *	P-P-V Special Order	Special Order Sports & Major Events not carried on PPV channels

Digital Cable Radio - Uninterrupted, commercial free, CD quality music.
(Will be available when it is added to the system)

* Pay Per View movies/events available on a per buy basis.

EXHIBIT B
CURRENT RATE SCHEDULE
as of 4/1/91

<u>SERVICE</u>	<u>RATE</u>
LIMITED	\$12.11*
EXPANDED	\$ 7.76*
HBO	\$11.85*
SHOWTIME	\$ 9.70*
CINEMAX	\$11.85*
TMC	\$11.85*
DISNEY	\$11.85*
HSE	\$ 8.57*
REMOTE	\$ 3.29*
CABLE GUIDE	\$ 1.08*
ADDITIONAL OUTLET	\$ 5.48*
DUPLICATE PREMIUMS	\$ 2.10*
CUSTOMER INSTALLATION	\$ 7.50
COX TRANSFER OF SERVICE	\$15.00
TRANSACTION FEE	\$ 4.00
VCR HOOK-UP	\$20.00
VCR HOOK-UP MATERIALS	\$16.11*
FM HOOK-UP	\$10.00
FM HOOK-UP MATERIALS	\$10.78*
ATTIC INSTALLATION (PLUS CO INSTALLATION)	\$30.00
SECURITY DEPOSIT	\$30.00
TECHNICAL CALL (CUSTOMER CAUSE)	\$20.00
ADDITIONAL OUTLET INSTALLATION	\$15.00

* Services include tax

Distribution Equipment

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Sub-Split Trunk

PASSBAND	MHz	400					450					550	
AMPLIFIER	TYPE	PUSH-PULL		FEEDFORWARD			PUSH-PULL		FEEDFORWARD			PP	FFD
GAIN	dB	22	28	22	26	30	22	28	22	26	30	22	26
CHANNEL LOADING		54	54	54	54	54	62	62	62	62	62	78	78
Frequency response	dB	±.25	±.25	±.25	±.25	±.25	±.25	±.25	±.25	±.25	±.25	±.25	±.25
Minimum Full Gain	dB	25	31.5	26	30	34	26	31.5	26	30	34	26	30
Typical Operating Gain	dB	22	82	22	25.5	29.5	22	28	22	25.5	29.5	22	26
Gain Control Range													
Selectable (3)	dB	0 TO 20		0 TO 20	0 TO 20	0 TO 20	0 TO 20		0 TO 20	0 TO 20	0 TO 20	0 TO 20	0 TO 20
Equalization Range													
Selectable (4)	dB	0 TO 34.5		0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5		0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5
Auto Slope And Gain (5)	dB	±4	±2.8	±4	±4	±4	±4	±2.8	±4	±4	±4	±4	±4
Internal Stat. Tilt (QdB EO)	dB	0	-1	-.75	-.75	-.75	1	-1	-.75	-.75	-.75	-1	-.75
Output Tilt Range (4)	dB												
Noise Figure	dB	9	9	11.5	10	9.5	9	9	12	10	9	9	10
Thermal Compensation (1)	dB	22	18	22	26	30	22	18	22	26	30	22	26
Hum Modulation	dB	70	70	70	70	70	70	70	70	70	70	70	70
Output Level (Reference) dBmV	dBmV	33	33	33	33	33	33	33	33	33	33	33	33
Operational Tilt (True Tilt)	dB	3	3	3	3	3	3	3	3	3	3	3	3
Input Level (Reference) dBmV	dBmV	-	-	-	-	-	-	-	-	-	-	-	-
Cross Modulation													
[Per NCTA Std.]	dB	85	85	98	98	98	83	83	85	96	96	73	91
Composite Triple Beat (7)	dB	83	87	102	102	102	81	82	99	99	99	73	92
Second Order (F ₁ ± F ₂)	dB	84	85	92	92	92	82	84	92	92	92	81	91
Return Loss	dB	16	16	16	16	16	16	16	16	16	16	16	16
Max. AC thru Current	AMPS	10	10	10	10	10	10	10	10	10	10	10	10
Current Requirements													
at 60V ac	AMPS	.4	.43	.65	.66	.66	.4	.43	.65	.66	.66	.42	.66
Current Requirements													
at 24V dc	AMPS	.48	.54	.98	.99	.99	.49	.54	.98	.99	.99	.47	.99
Test Point	dB	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1

NOTE:

- A. All specifications include Diplex Filters, 1 dB for Equalizer insertion loss and 0 dB Pad (normal 2-way operating configuration).
- B. All specifications reflect Typical Station Performance Numbers.
(CASCADE IMPROVEMENT NOT INCLUDED)
- C. All specifications referenced to 68°F (20°C).
- D. Cable Shape: (-) for cable (down tilt), (+) for equalization (up tilt).
- E. Powering: Add .15 amps dc or .13 amps ac for ACM.

FOOTNOTES:

1. Cable equivalent at upper frequency.
 2. Single feeder output.
 3. In 1 dB steps.
 4. 1.5 dB upper frequency cable equivalent steps.
 5. dB of cable change at upper frequency.
 6. Gain for reverse trunk- or feeder-only is 3 dB greater.
 7. Carrier to average composite triple beat, unmodulated carriers, falling on any channel.
- (All specifications subject to change without notice).

Distribution Equipment

Sub-Split Bridger Stations

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BAND	MHZ	400			450			550		
		PUSH-PULL	FEEDFORWARD	(PHD)	PUSH-PULL	FEEDFORWARD	(PHD)	PUSH-PULL	FEEDFORWARD	(PHD)
AMPLIFIER	TYPE	54	54	54	62	62	62	78	78	78
CHANNEL LOADING										
Frequency Response	dB	±.5	±.5	±.5	±.5	±.5	±.5	±.5	±.5	±.5
Minimum Full Gain	dB	33	31	32	33	31	32	32	31	30
Gain Control Range	dB	0 TO 20	0 TO 20	0 TO 20	0 TO 20	0 TO 20	0 TO 20	0 TO 20	0 TO 20	0 TO 20
Selectable (3)										
Equalization Range	dB	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5
Selectable (4)										
Internal Station Tilt [0dB EQ]	dB	0	0	0	0	0	0	0	0	0
Noise Figure (A)	dB	7.5	9.5	7.5	7.5	9.5	7.5	7.5	7.5	7.5
Hum Modulation	dB	70	70	70	70	70	70	70	70	70
Output Level [Reference]	dBmV	46	46	46	46	46	46	46	46	46
Operational Tilt [True Tilt]	dB	7	7	7	7	7	7	7	7	7
Input Level [Reference]	dBmV	—	—	—	—	—	—	—	—	—
Cross Modulation [Per NCTA Std.]	dB	62	75	68	62	75	68	59		64
Composite Triple Beat (7)	dB	66	80	72	62	80	66	59		64
Second Order [F ₁ ±F ₂]	dB	72	85	70	66	86	70	70		70
Return Loss	dB	16	16	16	16	16	16	16	16	16
Maximum AC thru Current										
Single Feeder	AMPS	4	4	4	4	4	4	4	4	4
All Feeders	AMPS	8	8	8	8	8	8	8	8	8
Current Requirements at 60V ac	AMPS	.29	.62	.48	.29	.62	.48	.29		.59
Current Requirements at 24V dc	AMPS	.34	.91	.63	.34	.91	.63	.34		.66
Test Point	dB	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1

- NOTE:
- A. All specifications include Diplex Filters, 1 dB for Equalizer insertion loss and 0 dB Pad (normal 2-way operating configuration).
 - B. All specifications reflect Typical Station Performance Numbers.
(CASCADE IMPROVEMENT NOT INCLUDED)
 - C. All specifications referenced to 68°F (20°C).
 - D. Cable Shape: (—) for cable (down tilt), (+) for equalization (up tilt).
 - E. Powering: Add .15 amps dc or .13 amps ac for ACM.

FOOTNOTES:

- 1. Cable equivalent at upper frequency.
 - 2. Single feeder output.
 - 3. In 1 dB steps.
 - 4. 1.5 dB upper frequency cable equivalent steps.
 - 5. dB of cable change at upper frequency.
 - 6. Gain for reverse trunk- or feeder-only is 3 dB greater.
 - 7. Carrier to average composite triple beat, unmodulated carriers, falling on any channel.
- (All specifications subject to change without notice).

Distribution Equipment

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Sub-Split Line Extender Amplifier Stations

PASSBAND	MHz	300		330		400		450		550	
AMPLIFIER	TYPE	PUSH-PULL	(PHD)	PUSH-PULL	(PHD)	PUSH-PULL	(PHD)	PUSH-PULL	(PHD)	PUSH-PULL	(PHD)
CHANNEL LOADING		35	35	40	40	54	54	62	62	78	78
STATION MODULE NUMBER											
Frequency Response	dB	±.5	±.5	±.5	±.5	±.5	±.5	±.5	±.5	±.5	±.5
Minimum Full Gain (2)	dB	32	32	32	32	32	32	32	32	32	32
Typical Operating Gain (8)	dB	28	28	28	28	28	28	28	28	28	28
Gain Control Range											
Selectable (3)	dB	0 TO 20	0 TO 20	0 TO 20	0 TO 20	0 TO 20	0 TO 20	0 TO 20	0 TO 20	0 TO 20	0 TO 20
Equalization Range											
Selectable (4)	dB	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5	0 TO 34.5
Internal Station Tilt (0dB EO)	dB	-1	-1	-1	-1	-1	-1	-1	-1	-.75	-.75
Output Tilt Range (4)	dB										
Noise Figure	dB	9	9	9	9	9	9	9	9	7.5	7.5
Thermal Compensation (1)	dB	10	10	10	10	10	10	10	10	10	10
Hum Modulation	dB	70	70	70	70	70	70	70	70	70	70
Output Level [Reference]	dBmV	46	46	46	46	46	46	46	46	46	46
Operational Tilt [True Tilt]	dB	7	7	7	7	7	7	7	7	7	7
Input Level [Reference]	dBmV	-	-	-	-	-	-	-	-	-	-
Cross Modulation [Per NCTA Std.]	dB	68	74	66	70	64	68	64	66	59	64
Composite Triple Beat (7)	dB	72	77	75	75	66	71	62	67	59	64
Second Order [F ₁ ±F ₂]	dB	74	74	74	74	73	73	73	73	70	70
Return Loss	dB	16	16	16	16	16	16	16	16	16	16
Maximum AC thru Current	AMPS	4	4	4	4	4	4	4	4	10	10
Current Requirements at 60V ac	AMPS	.33	.54	.33	.54	.33	.54	.33	.54	.38	.49
Current Requirements at 24V dc	AMPS	.35	.63	.35	.63	.35	.63	.35	.63	.43	.66
Test Point	dB	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1	-20±1

NOTE:

A. All specifications include Duplex Filters, 1 dB for Equalizer insertion loss and 0 dB Pad (normal 2-way operating configuration).

B. All specifications reflect Typical Station Performance Numbers.

(CASCADE IMPROVEMENT NOT INCLUDED)

C. All specifications referenced to 68°F (20°C).

D. Cable Shape: (-) for cable (down tilt), (+) for equalization (up tilt).

FOOTNOTES:

1. Cable equivalent at upper frequency.

2. Single feeder output.

3. In 1 dB steps.

4. 1.5 dB upper frequency cable equivalent steps.

5. dB of cable change at upper frequency.

6. Gain for reverse trunk- or feeder-only is 3 dB greater.

7. Carrier to average composite triple beat, unmodulated carriers, falling on any channel.

8. To find the operational gain when using Optional equipment, reduce the minimum full gain as follows:

FORWARD:

Thermal network 4 dB

9. The Thermal network induces an additional tilt of -2 dB.

(All specifications subject to change without notice).

Distribution Equipment

Taps and Passives

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Splitters and Directional Couplers

Specifications:

Frequency Range

5-600 MHz

Frequency Response, Cable Equivalent, All Ports

 ± 0.25 dB

Return Loss All Ports

5-10 MHz 18 dB

10-450 MHz 20 dB

450-600 MHz 18 dB

Hum Modulation at 10 A

5-500 MHz 70 dB

500-550 MHz 67 dB

550-600 MHz 64 dB

Power Passing

10 A, 60 Volts, 60 Hz

Power Inserter

Specifications:

Frequency Range

5-600 MHz

Frequency Response, Cable Equivalent, All Ports

 ± 0.25 dB

Return Loss All Ports

5-10 MHz 18 dB

10-450 MHz 20 dB

450-600 MHz 18 dB

Hum Modulation at 10 A

5-500 MHz 70 dB

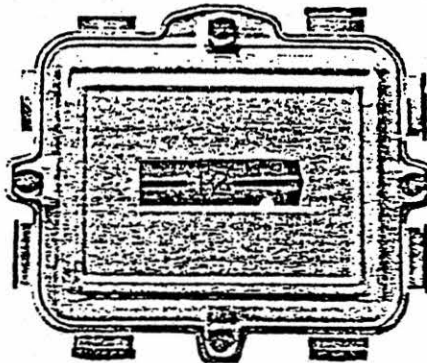
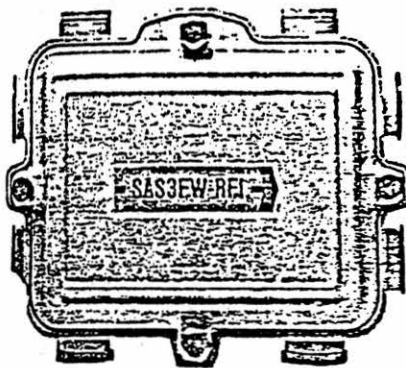
500-550 MHz 67 dB

550-600 MHz 64 dB

Power Passing

15 A, 60V ac maximum input port

10 A, 60V ac maximum output port



PASSIVES

MAXIMUM INSERTION LOSS (DB)

MINIMUM ISOLATION (DB)

MODEL NO.	TYPE/ TAP LOSS	5 MHz	30 MHz	50 MHz	300 MHz	330 MHz	400 MHz	450 MHz	550 MHz	600 MHz	5 MHz	30 MHz	50 MHz	300 MHz	330 MHz	400 MHz	450 MHz	550 MHz	600 MHz
SPLITTERS:																			
SAS2F	2-WAY	3.8	3.6	3.6	3.8	3.8	4.0	4.1	4.2	4.2	25	30	30	30	30	30	27	27	27
SAS3F	3-WAY	6.3	5.7	5.7	5.9	5.9	6.0	6.1	6.8	6.8	25	25	25	25	25	25	25	18	18
SAS3UF H	3-WAY	3.8	3.8	3.8	4.1	4.1	4.3	4.3	4.9	4.9	21	30	30	30	30	30	28	27	27
SAS3UF L	3-WAY	7.0	7.0	7.0	7.5	7.5	7.9	7.9	7.9	7.9	21	30	30	30	30	30	28	27	27
DIRECTIONAL COUPLERS (TAP LOSSES $\pm .5$ dB)																			
SADC8F	8.5	1.2	1.3	1.3	1.6	1.6	1.7	1.8	2.0	2.0	18	23	23	23	23	23	22	20	20
SADC12F	12.0	.65	.75	.75	1.0	1.0	1.1	1.2	1.8	1.6	20	27	27	27	27	27	27	24	24
SADC16F	16.0	.55	.6	.6	.8	.8	.9	1.0	1.3	1.3	20	30	30	30	30	30	30	28	28
POWER INSERTER:																			
SAIF	—	.4	.3	.3	.5	.5	.5	.6	.8	.8	75	70	70	70	70	65	65	61	61

*Add "W" to model number if environmental coating is desired.

Distribution Equipment

Series STD Taps and Passives

Board Minutes

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Specifications:

2-, 4-, AND 8-WAY TAP

Frequency Range

5-600 MHz

Frequency Response, Cable Equivalent, All Ports

±0.35 dB

Return Loss All Ports

5-400 MHz 20 dB

400-500 MHz 18 dB

500-600 MHz 17dB

Hum Modulation at 6 A

5-450 MHz 70 dB

450-500 MHz 68 dB

500-600 MHz 64 dB

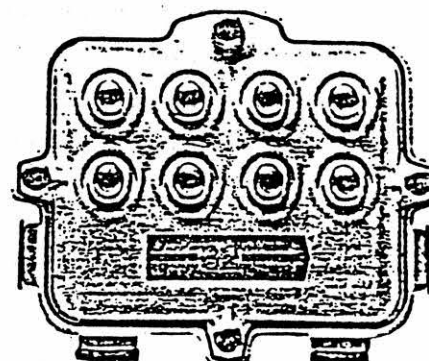
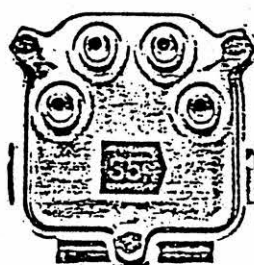
Power Passing

6 A, 60 Volts, 60 Hz

Tap-Tap Minimum Isolation

5-500 MHz 25 dB

500-600 MHz 23 dB

**DIRECTIONAL TAPS****MAXIMUM INSERTION LOSS (DB)****MINIMUM ISOLATION (DB)**

MODEL NO.	TAP LOSS	COLOR CODE	5 MHZ	30 MHZ	50 MHZ	300 MHZ	330 MHZ	400 MHZ	450 MHZ	550 MHZ	600 MHZ	TAP TO OUTPUT
2-WAY TAPS: (TAP LOSSES +/- 1.0 dB)												
SAT2F-41	41	GOLD	.3	.3	.3	.5	.5	.6	.6	.8	.8	50
SAT2F-38	38	VIOLET	.3	.3	.3	.5	.5	.6	.6	.8	.8	46
SAT2F-35	35	GREEN	.3	.3	.3	.5	.5	.6	.6	.8	.8	45
SAT2F-32	32	RED	.3	.3	.3	.5	.5	.6	.6	.8	.8	42
SAT2F-29	29	WHITE	.3	.3	.3	.5	.5	.6	.6	.8	.8	39
SAT2F-26	26	BLUE	.3	.3	.3	.5	.5	.6	.6	.8	.8	37
SAT2F-23	23	ORANGE	.4	.5	.5	.6	.6	.7	.7	.9	.9	36
SAT2F-20	20.5	BLACK	.4	.5	.5	.6	.6	.7	.7	.9	.9	33
SAT2F-17	17	PURPLE	.5	.6	.6	.8	.8	1.0	1.0	1.1	1.1	30
SAT2F-14	14	YELLOW	.9	.9	.9	1.1	1.1	1.3	1.3	1.4	1.4	29
SAT2F-11	11	BROWN	1.5	1.4	1.4	1.8	1.8	2.0	2.0	2.2	2.2	26
SAT2F-8	8.5	GRAY	3.1	2.9	2.9	3.2	3.2	3.4	3.4	3.5	3.5	23
SAT2F-4	4	PINK	TERMINATING									
4-WAY TAPS: (TAP LOSSES +/- 1.0 dB)												
SAT4F-41	41.5	GOLD	.3	.3	.3	.5	.5	.6	.6	.8	.8	43
SAT4F-38	38.5	VIOLET	.3	.3	.3	.5	.5	.6	.6	.8	.8	43
SAT4F-35	35	GREEN	.3	.3	.3	.5	.5	.6	.6	.8	.8	43
SAT4F-32	32	RED	.3	.3	.3	.5	.5	.6	.6	.8	.8	41
SAT4F-29	29	WHITE	.3	.3	.3	.5	.5	.6	.6	.8	.8	39
SAT4F-26	26.5	BLUE	.4	.5	.5	.6	.6	.7	.7	.9	.9	37
SAT4F-23	24	ORANGE	.4	.5	.5	.6	.6	.7	.7	.9	.9	35
SAT4F-20	20.5	BLACK	.5	.6	.6	.8	.8	1.0	1.0	1.1	1.1	32
SAT4F-17	17.5	PURPLE	.9	.9	.9	1.1	1.1	1.3	1.3	1.4	1.4	29
SAT4F-14	15	YELLOW	1.5	1.4	1.4	1.8	1.8	2.0	2.0	2.2	2.2	27
SAT4F-11	12.5	BROWN	3.1	2.9	2.9	3.2	3.2	3.4	3.4	3.5	3.5	26
SAT4F-8	8.5	GRAY	TERMINATING									
8-WAY TAPS: (TAP LOSSES +/- 1.5 dB)												
SAT8F-35	35	GREEN	.3	.4	.4	.6	.6	.7	.7	.9	.9	40
SAT8F-32	32	RED	.3	.4	.4	.6	.6	.7	.7	.9	.9	40
SAT8F-29	29	WHITE	.3	.4	.4	.6	.6	.7	.7	.9	.9	40
SAT8F-26	26	BLUE	.5	.6	.6	.8	.8	1.0	1.0	1.1	1.1	35
SAT8F-23	29.5	ORANGE	.5	.6	.6	.8	.8	1.0	1.0	1.1	1.1	32
SAT8F-20	20.5	BLACK	.9	.9	.9	1.1	1.1	1.3	1.3	1.4	1.4	29
SAT8F-17	18	PURPLE	1.5	1.4	1.4	1.8	1.8	2.0	2.0	2.2	2.2	28
SAT8F-14	15.5	YELLOW	3.1	2.9	2.9	3.2	3.2	3.4	3.4	3.5	3.5	26
SAT8F-11	11.5	BROWN	TERMINATING									

*Add "W" to model number if environment coating is desired.

Exhibit E

750 SERIES-COPPER CLAD

Also available in solid copper

Physical Dimensions		
Component	Inches	mm
Nominal Center Conductor Diameter	0.167	4.24
Nominal Diameter Over Dielectric	0.678	17.22
Nominal Diameter Over Outer Conductor	0.750	19.05
Nominal Outer Conductor Thickness	0.036	0.91
Jacket Versions		
Nominal Diameter Over Jacket	0.820	20.83
Nominal Jacket Wall Thickness	0.035	0.90
Armored Versions		
Nominal Diameter Over Corrugated Armor	0.920	23.37
Nominal Shield Thickness	0.008	0.20
Nominal Diameter Over Outer Jacket	1.00	25.40
Nominal Thickness of Outer Jacket	0.040	1.02
Messenger Versions		
Diameter of Steel Messenger	0.250 (Strand)	6.35 (Strand)

Mechanical Characteristics		
Minimum Bending Radius:		
(No Armor)	10.0 in.	25.4 cm
(Armored)	12.5 in.	31.8 cm
Maximum Pulling Tension:	420 lbs.	190 kg _f
Minimum Breaking Strength of Messenger	6,650 lbs.	3,016 kg _f

Electrical Characteristics		
Capacitance	15.3 ± 1.0 pF/ft.	50 ± 3.0 nF/km
Impedance	75 ± 2 ohms	
Velocity of Propagation	57%	

Minimum DC Resistance at 20°C (68°F)		
Copper Clad		
(Inner conductor)	0.57 ohms/1000 ft.	1.87 ohms/km
(Outer conductor)	0.19 ohms/1000 ft.	0.62 ohms/km
(Loop)	0.76 ohms/1000 ft.	2.49 ohms/km
Solid Copper		
(Inner conductor)	0.37 ohms/1000 ft.	1.21 ohms/km
(Outer conductor)	0.19 ohms/1000 ft.	0.62 ohms/km
(Loop)	0.56 ohms/1000 ft.	1.83 ohms/km

Attenuation (0.468 F/212 C)		
Frequency (MHz)	Maximum dB/100'	Maximum dB/100m
5	0.11	0.36
30	0.26	0.85
45	0.33	1.08
50	0.35	1.15
55 (Ch. 2)	0.37	1.21
63 (Ch. 6)	0.46	1.51
108	0.52	1.71
150	0.62	2.03
181	0.68	2.23
193	0.71	2.33
211 (Ch. 13)	0.74	2.43
220	0.76	2.49
250	0.81	2.66
270	0.85	2.79
300	0.90	2.95
325	0.94	3.08
350	0.97	3.18
375	1.01	3.31
400	1.05	3.44
425	1.08	3.54
450	1.12	3.67
500	1.18	3.87
550	1.24	4.07
600	1.36	4.46

Specifications subject to change without notice.

Exhibit E

500 SERIES-COPPER CLAD

Also available in solid copper

Physical Dimensions		
Component	Inches	
Nominal Center Conductor Diameter	0.109	2.77
Nominal Diameter Over Dielectric	0.450	11.43
Nominal Diameter Over Outer Conductor	0.500	12.70
Nominal Outer Conductor Thickness	0.025	0.64
Jacket Versions		
Nominal Diameter Over Jacket	0.560	14.22
Nominal Jacket Wall Thickness	0.030	0.76
Armored Versions		
Nominal Diameter Over Corrugated Armor	0.635	16.13
Nominal Shield Thickness	0.008	0.20
Nominal Diameter Over Outer Jacket	0.715	18.16
Nominal Thickness of Outer Jacket	0.040	1.02
Messenger Versions		
Diameter of Steel Messenger	0.109	2.77

Mechanical Characteristics		
Minimum Bending Radius:		
(No Armor)	8.0 in.	20.3 cm
(Armored)	10.5 in.	26.7 cm
Maximum Pulling Tension:	200 lbs.	91 kg _f
Minimum Breaking Strength of Messenger	1,800 lbs.	816 kg _f

Electrical Characteristics		
Capacitance	15.3 ± 1.0 pF/ft.	50 ± 3.0 nF/km
Impedance	75 ± 2 ohms	
Velocity of Propagation	87%	

Minimum DC Resistances at 20°C (68°F)		
Copper Clad		
(Inner conductor)	1.35 ohms/1000 ft.	4.40 ohms/km
(Outer conductor)	0.37 ohms/1000 ft.	1.24 ohms/km
(Loop)	1.72 ohms/1000 ft.	5.64 ohms/km
Solid Copper		
(Inner conductor)	0.83 ohms/1000 ft.	2.72 ohms/km
(Outer conductor)	0.37 ohms/1000 ft.	1.24 ohms/km
(Loop)	1.20 ohms/1000 ft.	3.96 ohms/km

Attenuation (dB/100 ft) (dB/km)		
Frequency (MHz)	Maximum	Minimum
5	0.16	0.52
30	0.40	1.31
45	0.49	1.61
50	0.52	1.71
55 (Ch. 2)	0.54	1.77
83 (Ch. 6)	0.66	2.17
108	0.75	2.46
150	0.90	2.95
161	1.00	3.28
193	1.03	3.38
211 (Ch. 13)	1.09	3.58
220	1.11	3.64
250	1.20	3.94
270	1.24	4.07
300	1.31	4.30
325	1.37	4.49
350	1.43	4.69
375	1.47	4.82
400	1.53	5.02
425	1.57	5.15
450	1.63	5.35
500	1.73	5.67
550	1.82	5.97
600	1.93	6.33

Specifications subject to change without notice.

PHYSICAL & ELECTRICAL DATA

59 FOAM SERIES (Standard Shield, Tri-Shield, Super-Shield, CRD, APD, CATV, CATVX)

Physical Dimensions Component	STANDARD SHIELD		TRI-SHIELD		SUPER-SHIELD	
	Inches	mm	Inches	mm	Inches	mm
Nominal Center Conductor Diameter	0.032	0.81	0.032	0.81	0.032	0.81
Nominal Diameter Over Dielectric	0.144	3.66	0.144	3.66	0.144	3.66
Nominal Diameter Over First Shield (Tape)	0.151	3.84	0.151	3.84	0.151	3.84
Nominal Diameter Over Jacket	0.240	6.10	0.240	6.10	0.266	6.76
Nominal Jacket Wall Thickness	0.032	0.81	0.030	0.76	0.030	0.76
Nominal Diameter of Steel Messenger	0.051 (single) 0.072 (dual)	1.30 1.83	0.051 (single) 0.072 (dual)	1.30 1.83	0.051 (single) 0.072 (dual)	1.30 1.83

Mechanical Characteristics			
Minimum Breaking Strength of Messenger	0.051	180 lbs.	82 kg _f
	0.072	365 lbs.	166 kg _f

Electrical Characteristics		
Nominal Capacitance	16.2 pF/ft	53 nF/km
Nominal Impedance	75 ohms	
Nominal Velocity of Propagation	82%	

Attenuation (@ 55°C, 27°C, 20°C)		
Frequency (MHz)	Maximum (dB/100ft)	Maximum (dB/100m)
5	1.09	3.28
55 / Channel 2	2.05	6.73
83 / Channel 6	2.45	8.04
187 / Channel 9	3.60	11.81
211 / Channel 13	3.80	12.47
250	4.10	13.45
300	4.45	14.60
350	4.80	15.75
400	5.10	16.73
450	5.40	17.72
500	5.70	18.70
550	5.95	19.52
600	6.20	20.34

60 FOAM SERIES (Standard Shield, Tri-Shield, Super-Shield, CRD, APD, CATV, CATVX)

Physical Dimensions Component	STANDARD SHIELD		TRI-SHIELD		SUPER-SHIELD	
	Inches	mm	Inches	mm	Inches	mm
Nominal Center Conductor Diameter	0.040	1.02	0.040	1.02	0.040	1.02
Nominal Diameter Over Dielectric	0.180	4.57	0.180	4.57	0.180	4.57
Nominal Diameter Over First Shield (Tape)	0.187	4.75	0.187	4.75	0.187	4.75
Nominal Diameter Over Jacket	0.272	6.91	0.278	7.06	0.300	7.62
Nominal Jacket Wall Thickness	0.030	0.76	0.030	0.76	0.029	0.74
Nominal Diameter of Steel Messenger	0.051 (single) 0.072 (dual)	1.30 1.83	0.051 (single) 0.072 (dual)	1.30 1.83	0.051 (single) 0.072 (dual)	1.30 1.83

Mechanical Characteristics			
Minimum Breaking Strength of Messenger	0.051	180 lbs.	82 kg _f
	0.072	365 lbs.	166 kg _f

Electrical Characteristics		
Nominal Capacitance	16.2 pF/ft	53 nF/km
Nominal Impedance	75 ohms	
Nominal Velocity of Propagation	82%	

Attenuation (@ 55°C, 27°C, 20°C)		
Frequency (MHz)	Maximum (dB/100ft)	Maximum (dB/100m)
5	0.58	1.90
55 / Channel 2	1.60	5.25
83 / Channel 6	1.95	6.40
187 / Channel 9	2.85	9.35
211 / Channel 13	3.05	10.00
250	3.30	10.52
300	3.55	11.64
350	3.85	12.63
400	4.15	13.61
450	4.40	14.43
500	4.66	15.29
550	4.90	16.08
600	5.10	16.73

5. Easement to Energas - Castro County Farm Gas Line
c. The following Right of Way Easement to Energas on the Castro County farm is entered for informational purposes. Execution of this easement was authorized in the March 15, 1991, meeting, Item M81.

Right-Of-Way and Easement (Rural)

ENERGAS.

ENG 121 (R-2-84)

THE STATE OF TEXAS

COUNTY OF Castro

} KNOW ALL MEN BY THESE PRESENTS:

That Texas Tech University
the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00), and other good and valuable consideration, in hand paid by Energas Company, A Texas Corporation, P.O. Box 40, Amarillo, Texas 79189, hereinafter called Grantee, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto Grantee, its successors and assigns, a right-of-way and easement, thirty (30) feet in width, to construct, maintain and operate a gas pipeline or pipeline system and extensions thereto together with all necessary appurtenances thereto, in, across, under, over and through the following described property in

Castro County, Texas, to wit: Said thirty foot (30') R-O-W and Easement being fifteen feet (15') either side of a 2" gasline (more or less) as installed in Section 263, Block M-6, Castro County, Texas.

This grant shall carry with it the right of ingress and egress to and from said land with the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline and any extensions thereof and the right of removal or replacement of the same with either like or different size or type pipe or extending the same or other construction at will, either in whole or in part.

TO HAVE AND TO HOLD the above described rights and easements, together with any other rights necessary to operate and maintain a pipeline, or pipelines, over and across the above described premises unto the said Grantee, its successors and assigns.

The Grantor shall fully use and enjoy said premises except for the purposes herein granted but such use shall not hinder, conflict or interfere with the exercise of the Grantee's rights hereunder. No building, reservoir, or structure shall be constructed upon, under or across the rights-of-way or easements herein granted without the Grantee's written consent. Grantee agrees to pay for damages to growing crops and other property of Grantor arising out of the construction, operation, repair or replacement of any pipeline maintained hereunder unless caused by negligence of Grantor. The Grantee agrees to hold Grantor harmless for all damages, injuries or claims by third parties resulting from the construction, operation or maintenance of said pipeline or pipelines which may be constructed at some future date under this easement.

The Grantee shall bury said pipeline and extensions thereto to a minimum of 30 inches below the surface. Grantor shall provide a suitable location for any extension to be built hereunder and in the event Grantor so desires Grantor shall designate such location. All construction, maintenance and repairs which shall be made to said pipeline and extensions hereunder shall be done at times suitable to Grantee and if possible, at such times as will least interfere with the agricultural use of the land; and Grantee agrees to restore the land to the condition customary in the industry for the type of land involved.

Grantee agrees to make gas service available for use on the above described land from the said pipeline, pipeline system, or extensions thereof, so long as any such facilities are maintained and operated thereon by said Grantee, its successors or assigns, subject to the applicable agreements, rates, terms and conditions, and rules and regulations established by Grantee covering such gas service.

The Grantor represents and warrants that he is the owner in fee simple of the land above described, subject to outstanding mortgages, if any, now on record in said County.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreements not herein expressed.

WITNESS THE EXECUTION HEREOF the 29th day of March, A.D., 19 91.

Texas Tech University
By: Alan B. White
Chairman of the Board of Regents

Agent Securing Grant

Energas Company

STATE OF TEXAS

COUNTY OF Castro

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,
Paul Durbin
Duane Maurer
Vincent Gerber
Martha Schulte
Michael Gerber

Anna Schulte Estate
Vincent Guggemos
Texas Tech University
Gilbert Schulte
D K Robison
Kenneth Schulte

being members of the WYNOT Group,

Castro County, Texas, hereinafter referred to as "Grantor", for and in consideration of the sum of One and No/100 Dollars (\$1.00), to them in hand paid by Energas Company, a Texas corporation, herein-after referred to as "Grantee", and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, convey, assign and quitclaim unto Grantee that certain gas pipe-line, pipeline system and all facilities, equipment, and appurtenances and the right-of-way, easements, licenses, per-mits and such other rights necessary or convenient to operate and maintain the same, which constitute the irrigation group line facilities for the undersigned group from the connection thereof to Grantee's pipeline facilities at Grantee's master meter presently serving said group down to the point where the individual gas service meter is or will be per-manently located for gas service which Grantee will render the individual members of said group, their successors and assigns; which said pipeline, pipeline facilities and other equipment and appurtenances are installed and located in,

under and across the following described property located and situated in Castro County, Texas:
West 1/2 of Section 262, Block M-6
Section 263, Block M-6
Northwest 1/4 of Section 264, Block M-6
West 1/2 of Section 258, Block M-6
West 1/2 of Section 257, Block M-6
Southwest 1/4 of Section 264, Block M-6
East 1/2 of Section 264, Block M-6

North 139.76 Acres of the Southeast 1/4
of Section 298, Block M-6

and the undersigned do hereby bargain, sell, convey and quitclaim all that portion of the group line facilities remaining after the conveyance of the above described facilities to Grantee, said remaining facilities lying and situated from the point where each of Grantee's service meters is or will be permanently located for the gas service described above and extending to the terminus of each portion of said group line facilities at a point at or near each well tied on to said group line facilities, to the individual undersigned being served, or whose property is being served, by such facilities; the portion of said line which is here being conveyed to each said individual undersigned being the portion that lies between Grantee's service meter for delivery to each said individual undersigned and the connecting well.

TO HAVE AND TO HOLD the above described gas pipeline, gas pipeline facilities and all facilities, equipment, ap-purtenances, rights-of-way, licenses, permits and easements thereto unto the said Grantee and the said individual un-dersigned, and Grantor does hereby warrant and agree to forever defend the above described property and all rights granted herewith unto the said Grantee and said individual undersigned, their successors and assigns, for and against any person whomsoever lawfully claiming, to the extent of the interest of each member of said group, the un-dersigned, in said property conveyed.

WITNESS THE EXECUTION HEREOF this 29th day of March, 1991.

WYNOT GROUP

Irrigation Group Line

By the Undersigned, Individually and on behalf of the Group:

TEXAS TECH UNIVERSITY

BY: Alan B. White

Chairman of the Board of Regents

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Lubbock

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Alan B. White, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of March, A.D. 1991

My commission expires 08-05, 1993 Notary Public in and for Lubbock County, Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 19____

My commission expires _____, 19____ Notary Public in and for _____ County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 19____

My commission expires _____, 19____ Notary Public in and for _____ County, Texas

ACKNOWLEDGMENT OF CORPORATION

THE STATE OF TEXAS

COUNTY OF Lubbock

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Alan B. White, President of Chairman of the Board of Regents, Texas Tech University known to me as such and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said University, and as Chairman of the Board of Regents President thereof, for the purposes and consideration therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of March, A.D. 1991

My commission expires 8/5/93, 19____ Notary Public in and for Lubbock County, Texas

ENERGAS	
RIGHT-OF-WAY AND EASEMENT (Rural)	
To Energas Company	
Filed for Record	
This _____ day of _____	
A.D., 19____ at _____ o'clock in _____	
County Clerk _____	County, Texas
Recorded _____	A.D., 19____
in _____	County
Record of _____	
Book _____ Page _____	
County Clerk _____	County, Texas
By _____	Deputy
Recording Fee \$ _____	
Energas Company	

- Knox, Gailey & Meador, Inc. - Wall/Gates Serving Lines and Handicap Access
5. d. The following Contract No. 91-970 with Knox, Gailey & Meador, Inc., in the amount of \$207,219 to perform contract work on Wall/Gates serving lines and handicap access is entered for informational purposes. Execution of this contract was authorized in the meeting of March 15, 1991, Item M87.

CONSTRUCTION SERVICES

Contract No. 91-970
Account Number 3702-42-1415

AGREEMENT

THIS AGREEMENT made this 1st day of April, in the year Nineteen Hundred Ninety One

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Robert W. Lawless, President, and Knox, Gailey, & Meador, Inc., Lubbock, Texas, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Wall/Gates - Serving Lines and Handicap Access (FP&C 89-26) Project.

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, as provided in the Conditions of the Contract, in current funds, the Contract Sum of Two Hundred Seven Thousand Two Hundred Nineteen Dollars and no/100.

(Written Amount)

\$207,219

(Figures)

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed by August 9, 1991.

The Contractor further agrees to pay, as liquidated damages, the sum of \$2,000 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

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

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

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

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

ARTICLE 5

THE CONTRACT DOCUMENTS

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

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

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 7

OWNER'S REPRESENTATIVE

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

Venue shall be in Lubbock County, Texas.

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

OWNER

TEXAS TECH UNIVERSITY

By: /s/ Robert W. Lawless

Robert W. Lawless
President

Date: 4/4/91

CONTRACTOR

KNOX, GAILEY, & MEADOR, INC.

By: /s/ Dan Meador

Date: 4/9/91

REVIEWED FOR FISCAL IMPLICATIONS

By: /s/ Don E. Cosby

Don E. Cosby, Vice President
for Fiscal Affairs

Date: 4-4-91

Oller Engineering, Inc. - Recreation Aquatic Facility Roof Handling System

5. e. The following Contract No. 91-961 with Oller Engineering, Inc., for the Recreation Aquatic Facility Roof Handling System in the amount of \$25,000 is entered for informational purposes. Execution of this contract was authorized in the meeting of November 3, 1990, Item M32.

ENGINEERING SERVICES

Contract No. 91961
Account Number: 3702-42-3136

AGREEMENT

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

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Don E. Cosby, Vice President for Fiscal Affairs, and Oller Engineering, Inc., Lubbock, Texas.

A. SCOPE OF THE WORK

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

Recreation Aquatic Facility Roof Handling System Project (FP&C 90-01).

B. BASIC SERVICES

The Engineer shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the Project and confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and submit to the Owner a statement of probable construction cost.
3. When applicable for the purpose of preparing grant applications, furnish sufficient detail and information to satisfy the requirements of federal, state, county and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to materials, structure, mechanical and electrical systems and such other essentials as may be appropriate and submit to the Owner a further Statement of Probable Construction Cost.

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

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

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.
7. Provide general administration of the Construction Contract and be the Owner's representative during construction and warranty period. Review contract submittal Data and advise and consult with the Owner concerning same. Issue the Owner's instructions to the Contractor. Engineer will authorize additional work for the Contractor only upon written approval by the University.

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

8. Based on observations at the site and on the Contractor's applications for payment, determine the amount owed to the Contractor and approve Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish copies of Schematic Design Studies, Design Development drawings and Contract Documents in quantities as required by the Owner.
10. Furnish two (2) complete sets of "As Built" Working Drawings reproduced, and one (1) set of reproducible four (4) mil photographic process black line Mylar film prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678, Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, electrical, chemical and other laboratory test, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship will be provided as required by the project.
2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.

3. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Engineer's basic services, the Owner shall bear the cost of such supervisory personnel. This personnel must be mutually acceptable to the Owner and the Engineer.
4. The Owner will pay the cost of reproducing copies of all required submittals and "As Built" documents.

D. COMPENSATION AND PAYMENT

The Owner agrees to pay the Engineer as compensation for the basic services lump sum of \$25,000.

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

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

E. ADDITIONAL SERVICES

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

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

1. Direct Personnel Expense

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

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

2. Reimbursable Expenses

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

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

F. CONSULTANTS

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

G. CONTINUING SERVICES

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

H. NONDISCRIMINATION IN EMPLOYMENT

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

I. ACCOUNTING RECORDS

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

J. TERMINATION OF AGREEMENT

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

Oller Engineering, Inc.

7806 Indiana, Suite 202

Lubbock, Texas 79423

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

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

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

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

K. OWNERSHIP OF DOCUMENTS

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

L. SUCCESSORS AND ASSIGNS

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

M. ASSIGNMENT

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

N. EXTENT OF AGREEMENT

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

O. APPLICABLE LAW

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

P. DESIGNATION OF REPRESENTATIVE

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

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

Venue shall be in Lubbock County, Texas.

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

OWNER

TEXAS TECH UNIVERSITY

BY: /s/ Max C. Tomlinson
for Don E. Cosby, Vice President
for Fiscal Affairs (Acting 1/28/91)

Date: 1/28/91

ENGINEER

OLLER ENGINEERING, INC.

BY: /s/ Rick Oller

Date: 1-30-91

Pharr Construction Co., Inc. - Fisheries and Wildlife Renovation

5. f. The following Amendment No. 1 to Contract No. 91-954, Fisheries and Wildlife Renovation, Phase I and Phase II, is entered for informational purposes. This contract was ratified in the meeting of November 3, 1990, Item M36, Attachment No. M4, and the contract entered on pg. 10, Item #5b.

Contract No. 91-954/1

Amendment No. 1 to Contract No. 91-954

Fisheries and Wildlife Renovation - Phase I and Phase II (FP&C 90-04)

The Agreement between Pharr Construction Co., Inc., Lubbock, Texas, and Texas Tech University, Lubbock, Texas, dated September 7, 1990, is amended as follows:

An additional amount of \$10,000 is added to the contingency fund.

The new contract sum shall be \$399,319.

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

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this the 19th day of February, 1991.

PHARR CONSTRUCTION CO., INC.

TEXAS TECH UNIVERSITY

By:

Date: March 12, 1991

By:

Robert W. Lawless
President

Date: 3/5/91

REVIEWED FOR FISCAL IMPLICATIONS

Don E. Cosby, Vice President
for Fiscal Affairs

Date: 3-5-91

REVIEWED FOR FORM

Pat Campbell, Vice President
and General Counsel

Date: 2-22-91

Reynosa Construction, Inc. - Amendment No. 1 to Contract for New Paint & Cabinet Shops Building

5. g. The following Amendment No. 1 to Contract No. 90-949 for the New Paint & Cabinet Shops Building is entered for informational purposes. Execution of this amendment was authorized in the meeting of January 19, 1991, Item M56.

Contract No. 90-949/1

Amendment No. 1 to Contract No. 90-949

Physical Plant - New Paint & Cabinet Shops Building (FP&C 86-13B)

The Agreement between Reynosa Construction, Inc., Amarillo, Texas, and Texas Tech University, Lubbock, Texas, dated August 13, 1990, is amended as follows:

Addition of face brick to three sides of the building, in the amount of \$29,158.

The new contract sum shall be \$798,658.

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

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this the 30th day of January, 1991.

REYNOSA CONSTRUCTION, INC.

TEXAS TECH UNIVERSITY

By:

Date: 2-2-1991

By:

Robert W. Lawless
President

Date: 1/21/91

REVIEWED FOR FISCAL IMPLICATIONS

Don E. Cosby, Vice President
for Fiscal Affairs

Date: 1-31-91

REVIEWED FOR FORM

Pat Campbell, Vice President
and General Counsel

Date: 1-31-91

Tisdell and Associates - Physical Plant - Phase II

5. h. The following Contract No. 91-968 with Tisdell and Associates, Architect, for design studies and other requirements for the Physical Plant, Phase II, is entered for informational purposes. Execution of this contract was authorized in the meeting of November 3, 1990; Item M34.

ARCHITECTURAL SERVICES

Contract No. 91-968
Account Number: 3709-42-1452

AGREEMENT

made this the 8th day of March in the year Nineteen Hundred Ninety One

BETWEEN

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

A. SCOPE OF THE WORK

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

Physical Plant - Phase II (FP&C 90-19)

B. BASIC SERVICES

The Architect shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the Project and confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and submit to the Owner a statement of probable construction cost.
3. When applicable for the purpose of preparing grant applications, furnish sufficient detail and information to satisfy the requirements of federal, state, county and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to materials, structure, mechanical and electrical systems and such other essentials as may be appropriate and submit to the Owner a further Statement of Probable Construction Cost.
5. Prepare from the approved Design Development Documents, for approval by Owner, Working Drawings and Specifications.

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

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.
7. Provide general administration of the Construction Contract and be the Owner's representative during construction and warranty period. Review contract submittal Data and advise and consult with the Owner concerning same. Issue the Owner's instructions to the Contractor. Architect will authorize additional work for the Contractor only upon written approval by the University.

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

8. Based on observations at the site and on the Contractor's applications for payment, determine the amount owed to the Contractor and approve Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish copies of Schematic Design Studies, Design Development drawings and Contract Documents in quantities as required by the Owner.
10. Furnish two (2) complete sets of "As Built" Working Drawings reproduced, and one (1) set of reproducible four (4) mil photographic process black line Mylar film prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678, Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, electrical, chemical and other laboratory test, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship will be provided as required by the project.
2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Architect's basic services, the Owner shall bear the cost of such supervisory personnel. This personnel must be mutually acceptable to the Owner and the Architect.

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

D. CONSTRUCTION COST AND ALTERNATE DEFINITIONS

CONSTRUCTION COST

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

1. For completed construction, the total cost to the Owner of such work.
2. When Project or any part thereof is not constructed, the lowest bona fide bid received from qualified bidder for any or all of such work.
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate or (2) the Architect's latest Statement of probable Construction Cost.

ALTERNATES

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

E. COMPENSATION AND PAYMENT

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

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

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

F. ADDITIONAL SERVICES

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

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

1. Direct Personnel Expense

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

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

2. Reimbursable Expenses

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

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

G. CONSULTANTS

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

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ACCOUNTING RECORDS

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

K. TERMINATION OF AGREEMENT

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

Mr. Berwyn Tisdell - Tisdell and Associates
3416 Joliet
Lubbock, Texas 79413

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

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

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

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

L. OWNERSHIP OF DOCUMENTS

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

M. SUCCESSORS AND ASSIGNS

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

N. ASSIGNMENT

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

O. EXTENT OF AGREEMENT

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

P. APPLICABLE LAW

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

Q. DESIGNATION OF REPRESENTATIVE

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

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

Venue shall be in Lubbock County, Texas.

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

OWNER

TEXAS TECH UNIVERSITY

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

Date: 3-11-91

ARCHITECT

TISDEL AND ASSOCIATES

BY: /s/ C. Berwyn Tisdell

Date: 3-16-91

6. a.

SUMMARY
March, 1991

Texas Tech University
Texas Tech University Foundation
Grants and Bequests

Texas Tech University Health Sciences Center
Texas Tech Medical Foundation

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
March, 1991	1398	\$820,607.01	82	\$321,411.08	4	\$107,268.95	1484	\$1,249,287.04
March, 1990	1336	\$500,338.58	80	\$62,823.59	12	\$611,166.15	1428	\$1,174,328.32
CUMULATIVE:								
September 1, 1990 Through								
March 31, 1991	7563	\$3,826,025.57	1192	\$1,882,474.91	29	\$182,326.65	8784	\$5,890,827.13
September 1, 1989 Through								
March 31, 1990	6799	\$3,255,653.84	1659	\$1,135,918.23	39	\$1,465,491.56	8497	\$5,857,063.63

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

6. b.

SUMMARY
March, 1991

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
March, 1991	1338	\$678,259.04	68	\$251,457.31	3	\$81,268.95	1409	\$1,010,985.30
March, 1990	730	\$459,617.88	56	\$58,883.59	6	\$598,266.15	792	\$1,116,767.62
CUMULATIVE:								
September 1, 1990 Through March 31, 1991	7221	\$3,352,261.50	621	\$998,564.03	26	\$141,006.65	7868	\$4,491,832.18
September 1, 1989 Through March 31, 1990	6184	\$2,855,424.47	760	\$985,259.75	29	\$1,210,603.42	6973	\$5,051,287.64

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

6. c.

SUMMARY
March, 1991

Texas Tech University
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
March, 1991	939	\$524,612.32	24	\$87,216.93	3	\$81,268.95	966	\$693,098.20
March, 1990	1336	\$500,338.58	80	\$62,823.59	12	\$611,166.15	1428	\$1,174,328.32
CUMULATIVE:								
September 1, 1990 Through March 31, 1991	4297	\$2,301,303.42	253	\$449,234.71	26	\$141,006.65	4576	\$2,891,544.78
September 1, 1989 Through March 31, 1990	4676	\$2,186,500.67	339	\$379,005.18	27	\$751,594.59	5042	\$3,317,100.44

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

Texas Tech University
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT
March, 1991

Board Minutes
May 10, 1991
Page 52

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	50,780.00	70,830.00
2. Academic Divisions	50,087.49	408,526.94
3. Faculty Development	0	22,993.70
4. Research	128,600.00	507,856.24
5 a. Friends of the Library	20.00	145.00
b. KTXT-TV	74,470.90	138,487.90
c. Ex-Students Association	8,967.00	51,200.84
d. Southwest Collection	215.00	8,470.00
e. Museum	143.74	292,253.01
f. Ranching Heritage Center	694.99	3,327.66
g. Red Raider Club	0	175.00
h. Moms and Dads Association	13,450.00	27,925.00
i. Law School Foundation	0	603.80
j. Presidents Council	500.00	2,950.00
6. Student Financial Aid	67,705.20	377,508.48
7. Other Purposes	108,270.00	251,842.85
8. Matching Gifts	20,708.00	136,207.00
9 a. Endowment Chairs	0	51,601.00
b. Endowed Professorships	1,017.02	23,584.55
c. Endowed Scholarships	81,199.91	366,274.16
d. Endowed Programs	5,000.00	7,775.00
10a. GIK Equipment	63,249.95	85,602.90
b. GIK Buildings	0	2.00
c. GIK Land	0	0
d. GIK Mineral Interests	0	1.00
e. GIK Other	18,019.00	55,400.75
 <u>SUBTOTAL:</u>	 693,098.20	 2,891,544.78
 11. Rents, Interest, Dividends, etc.	 14,577.06	 14,577.06
 <u>TOTAL:</u>	 \$707,675.26	 \$2,906,121.84

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University
Prepared April 11, 1991

March
Month

1990-91
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	\$34,458.56	\$117,335.58	\$155,014.63
B. Trusts & Bequests	0.00	25.00	0.00
Sub Total	\$34,458.56	\$117,360.58	\$155,014.63
2. NON-ALUMNI INDIVIDUALS			
A. General	\$99,962.05	\$777,575.29	\$539,195.03
B. Trusts & Bequests	28,255.51	125,589.65	235,937.47
Sub Total	\$128,217.56	\$903,164.94	\$775,132.50
3. CORPORATIONS			
A. Grants	\$132,849.08	\$690,071.56	\$1,816,785.70
B. Matching Gifts	1,124.00	16,734.00	21,666.50
Sub Total	\$133,973.08	\$706,805.56	\$1,838,452.20
4. FOUNDATIONS			
A. Grants	\$360,300.00	\$1,020,409.00	\$470,255.00
B. Matching Gifts	19,584.00	118,473.00	75,996.11
Sub Total	\$379,884.00	\$1,138,882.00	\$546,251.11
5. OTHER	\$ 16,565.00	\$ 25,331.70	\$ 2,250.00
GRAND TOTAL ALL RECEIPTS	\$693,098.20	\$2,891,544.78	\$3,317,100.44

6. d.

SUMMARY
March, 1991

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
March, 1991	399	\$153,671.72	44	\$164,240.38	0	\$0.00	443	\$317,912.10
March, 1990	124	\$57,383.23	32	\$45,015.88	0	\$0.00	156	\$102,399.11
CUMULATIVE:								
September 1, 1990 Through March 31, 1991	2924	\$1,050,983.08	368	\$549,329.32	0	\$0.00	3292	\$1,600,312.40
September 1, 1989 Through March 31, 1990	1508	\$668,923.80	421	\$606,254.57	2	\$459,008.83	1931	\$1,734,187.20

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

Texas Tech University Foundation
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT
March, 1991

Board Minutes
May 10, 1991
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<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	610.00	7,210.00
2. Academic Divisions	13,001.00	239,739.55
3. Faculty Development	3,500.00	3,500.00
4. Research	21,718.00	138,672.00
5 a. Friends of the Library	830.00	5,845.00
b. KTXT-TV	0	850.00
c. Ex-Students Association	225.00	7,814.79
d. Southwest Collection	210.00	2,670.00
e. Museum	0	5,600.00
f. Ranching Heritage Center	0	0
g. Red Raider Club	0	1,250.00
h. Moms and Dads Association	25.00	790.00
i. Law School Foundation	0	0
j. Presidents Council	13,250.00	145,465.00
6. Student Financial Aid	11,321.50	100,989.89
7. Other Purposes	59,127.22	322,929.35
8. Matching Gifts	29,854.00	67,657.50
9 a. Endowment Chairs	0	25.00
b. Endowed Professorships	1,767.50	28,782.34
c. Endowed Scholarships	161,537.88	511,396.60
d. Endowed Programs	935.00	9,125.38
10a. GIK Equipment	0	0
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	0
e. GIK Other	0	0
<u>SUBTOTAL:</u>	317,912.10	1,600,312.40
11. Rents, Interest, Dividends, etc.	4,247.37	167,840.78
<u>TOTAL:</u>	\$322,159.47	\$1,768,153.18

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University Foundation
Prepared April 11, 1991

March
Month

1990-91
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	\$25,367.88	\$126,768.41	\$67,432.00
B. Trusts & Bequests	0.00	0.00	0.00
Sub Total	\$25,367.88	\$126,768.41	\$67,432.00
2. NON-ALUMNI INDIVIDUALS			
A. General	\$73,487.60	\$578,516.04	\$844,136.19
B. Trusts & Bequests	500.00	24,000.00	100,945.41
Sub Total	\$73,987.60	\$602,491.04	\$945,081.60
3. CORPORATIONS			
A. Grants	\$62,960.62	\$439,520.45	\$275,985.84
B. Matching Gifts	3,945.00	12,490.00	9,767.00
Sub Total	\$66,905.62	\$452,010.45	\$285,752.84
4. FOUNDATIONS			
A. Grants	\$125,218.00	\$358,326.00	\$386,969.00
B. Matching Gifts	25,909.00	55,167.50	44,058.00
Sub Total	\$151,127.00	\$413,493.50	\$431,027.00
5. OTHER	\$524.00	\$5,524.00	\$4,893.76
GRAND TOTAL ALL RECEIPTS	\$317,912.10	\$1,600,312.40	\$1,734,187.20

7. Commencement Program - May 11, 1991