

TEXAS TECH UNIVERSITY
LUBBOCK, TEXAS

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

SEPTEMBER 1, 1993 THROUGH AUGUST 31, 1994

VOLUME I

TEXAS TECH UNIVERSITY

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

FEBRUARY 2, 1994

TEXAS TECH UNIVERSITY
Lubbock, Texas

Minutes

Board of Regents
February 2, 1994

- M59. The Board of Regents of Texas Tech University met in regular session on Wednesday, February 2, 1994, at 9:00 a.m. in Room 2C 12, Odessa Regional Academic Health Center, 800 West 4th Street, Odessa, Texas. The following Regents were present: Mr. J. L. "Rocky" Johnson, Chair, Ms. Elizabeth C. Ward, Vice Chair, General Richard E. Cavazos, Dr. Bernard A. Harris, Jr., Dr. Carl E. Noe, and Mr. John C. Sims. Regents not present were: Mrs. Patsy Woods Martin, Mr. Edward E. Whitacre, Jr. and Mr. Alan B. White. Officials and staff present were: Dr. Robert W. Lawless, President; Dr. Donald R. Haragan, Executive Vice President and Provost; Mr. Jim Brunjes, Vice President for Administration; Mr. Pat Campbell, Vice President and General Counsel; Mr. William G. Wehner, Vice President for Institutional Advancement; Mr. Don Cosby, Vice President for Fiscal Affairs; Dr. Robert M. Sweazy, Vice Provost for Research; Mr. Eric Williams, Associate Vice President for Facilities Planning and Construction; Mr. D. Kent Kay, Director, Internal Audit; Dr. Margaret Lutherer, Director, University News and Publications; and Ms. Donna Davidson Kittrell, Assistant Secretary. Texas Tech University Health Sciences Center: Mr. Elmo Cavin, Vice President for Fiscal Affairs; Dr. Darryl Williams, Dean and Dr. Robert P. Carter, Regional Dean, Odessa RAHC, School of Medicine; Dr. Pat Yoder Wise, Dean and Dr. Brenda Cleary, Regional Dean, Odessa RAHC, School of Nursing; and Dr. Shirley McManigal, Dean and Dr. Paul Brooke, Regional Dean, Odessa RAHC, School of Allied Health.

Others present were: Mrs. Robert W. Lawless; Ms. Dorthy Gentry, Lubbock Avalanche-Journal; and Ms. Betsy Dowling, Odessa American.

- M60. Chair Johnson called the meeting to order and asked Mr. Jim Brunjes to give the invocation.
- M61. Upon motion made by General Cavazos, seconded by Dr. Noe, the Minutes of the meeting of December 17, 1993, were approved.
- M62. Chair Johnson called on Dr. Lawless for the President's Report; Attachment M1.
- M63. Ms. Ward reported for the Academic and Student Affairs Committee. The following item (M64) constitutes action taken upon committee recommendation.
- M64. Upon motion made by Ms. Ward, seconded by General Cavazos, the following was unanimously approved: *RESOLVED, that the Board of Regents ratifies administrative actions as follows:*

a. *Leave of absence, and*

b. *Commission as peace officers:*

Jerry P. Harvell, effective December 1, 1993

Michael R. Whitfield, effective December 1, 1993

Joe A. Rodriguez, effective December 1, 1993

Candace G. Holding, effective December 2, 1993

Michael B. Kral, effective December 2, 1993; Attachment M2.

- M65. Mr. Sims reported for the Finance and Administration Committee. The following four items (M66 through M69) constitute action taken upon committee recommendation.
- M66. Item withdrawn.
- M67. Upon motion made by General Cavazos, seconded by Dr. Noe, the following was approved: *RESOLVED, that the Board of Regents approves the leasing of 2,000 acres of land from Dan and Shirley June Griffis, located in Garza County, for the period beginning February 1, 1994, and ending January 31, 2000, for research purposes and authorizes the President to sign the lease.* Mr. Sims abstained.

- M68. Upon motion made by Mr. Sims, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the sale of the undivided 1/2 interest in the J.R. Boyd Estate farm and authorizes the President to sign the sales contract.*
- M69. Upon motion made by Mr. Sims, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents ratifies the attached budget adjustments; Attachment M3.*
- M70. Ms. Ward reported for the Campus and Building Committee. The following four items (M71 through M74) constitute action taken upon committee recommendation.
- M71. Item withdrawn.
- M72. Upon motion made by Ms. Ward, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to proceed with planning, to appoint the firm of Fanning, Fanning and Associates, Inc., as project engineer, approves the documents and the receipt of bids to construct an extension to the utility tunnel serving the Science Building. BE IT FURTHER RESOLVED, that the project budget is established at \$406,000.*
- M73. Upon motion made by Ms. Ward, seconded by General Cavazos, the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to proceed with planning and to appoint the firm of Adling Associates, Architects, as project architect, approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids to replace the third floor roofs on the Business Administration Building. BE IT FURTHER RESOLVED, that the project budget is established at \$323,400.*
- M74. Upon motion made by Ms. Ward, seconded by General Cavazos, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the naming of the Range and Wildlife Field Laboratory - Annex.*
- M75. Dr. Noe reported for the Development Committee that total gifts received through January 20, 1994, for Texas Tech University and Texas Tech University Foundation total \$7,698,000 as compared with \$4,387,000 for the same period last fiscal year.
- M76. Mr. Johnson recognized Dr. Haragan who gave the Executive Vice President and Provost's Report; Attachment No. M4.
- M77. There being no further business, the meeting adjourned.

Attachments:

- M1. President's Report; Item M62.
M2. Leave of Absence; Item M64.
M3. Budget Adjustments; Item M69.
M4. Executive Vice President and Provost's Report; Item M76.

I, Donna Davidson Kittrell, the duly appointed and qualified Assistant Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of Texas Tech University Board of Regents meeting on February 2, 1994.

Donna Davidson Kittrell
Assistant Secretary

SEAL

February 2, 1994

PRESIDENT'S REPORT

As most of you that follow sports know, there is considerable anxiety today, since this is national signing day. Our people are attempting to recruit some of the finest athletes. Sometimes, I wish there were a national signing day for scholars because we are out there recruiting just as hard against as many or more institutions for the scholars, and there is no "signing day" until school starts; so, we are anxious most of the year. However, we are making great progress this year. The presidential scholars who have to date accepted offers have an average SAT score of 1430 and are in the top 1% of their high school classes. It looks like we are going to have an extraordinary group of presidential scholars. Beyond these, we have made offers to 47 students who have not yet responded--the average SAT of this group also exceeds 1400. So, we have an extraordinary pool of students from which we are trying to recruit. I think you can see why we are anxious about their response, and the fact that we do not have a national signing day for scholars.

In the area of funding for higher education, I distributed to you yesterday some material from the Legislative Budget Board that depicted the relative dearth of increase in the past several years, compared to other funding areas of cost within the State. Every year, prior to a legislative session, the Formula Advisory Committee (FAC) meets to compare and consider the needs for higher education. The Committee then makes recommendations to the Coordinating Board staff and to the Commissioner of Higher Education; who, in turn, make recommendations to the Higher Education Coordinating Board. This year, the FAC recommended a 19% increase in funding for public higher education. This level was aimed toward bringing the State of Texas up to the mid-point of funding for higher education of the 50 states and the District of Columbia. Because of the burdens of the State, the Commissioner decided he would make the recommendation in two parts, recommending a two-step process. The Board looked at these recommendations and, agreeing with the FAC, decided that it was critically important to attempt to bring Texas to mid-point funding in fiscal year 1996. The Board then recommended a 19% increase, or \$428.8 million in new general revenue! Obviously, we do not know whether the funding will be forthcoming from the State or not because of all the constraints and demands on State resources. But, this was a somewhat new move in that the Coordinating Board, with some new appointments (an 18 member board with six members appointed every two years by the governor), looked at the situation in higher education and determined that we desperately needed to move up to the mid-point and recommended the 19% increase. The reason I think that this is so encouraging is that it means educational leaders and appointees came together to look at our needs and determined that we have to do something about it. I think that is very encouraging!

Another item that I want to share with you is, I believe, also a point of good news. You may recall that, in the meeting in October when I shared with you my annual, fall "State of the University" speech, several goals were discussed that we determined would move us toward increased excellence and recognition. One of those goals was that, over the next few years, we would work toward becoming a member of the Association of Research Libraries (ARL). The institutions with whom we would like to be compared are mostly members of the ARL and we aspire to be in that group. We heard Monday that their Board met last Friday and has preliminarily approved us for membership. The Board will make a site visit later this spring and then Tech will be presented to the ARL membership for a vote sometime this summer. We have accomplished this goal much faster than the five year horizon that I laid out and, with the favorable recommendation from the Executive Committee last Friday, it looks as if we will become a member of the Association of Research Libraries. This accomplishment will assist us in moving forward to obtaining a Phi Beta Kappa Chapter and our other goals that will speak loudly to the world about the quality of the University and the Health Sciences Center.

And finally, on behalf of all of us, I would like to say, to the citizens of Odessa and the Permian Basin, that we are very appreciative of all of the support you provide to us--your enthusiastic support as ambassadors for the programs that we have, your community support and, particularly, the way that you always receive us when we are here. Thank you.

Approve leave of absence without pay for Dr. Philip A. Dennis, Professor of Sociology, Anthropology and Social Work, College of Arts and Sciences, for the period September 1, 1994, to May 31, 1995. The purpose of the leave is to serve as Director of Latin American Programs for the Associated Colleges of the Midwest, with headquarters in San José, Costa Rica.

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (November 1, 1993 – November 30, 1993) Page 1

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	<u>BOARD RATIFICATION:</u> Athletics – Bowl Game		605,000	605,000	Budget for the John Hancock Bowl pursuant to Board Policy 10.04.
	<u>Salary Increases of 10% or more</u> <u>Per Annum:</u> NONE	CURRENT SALARY	NEW SALARY	% INCREASE	

Provost Report

February 2, 1994

Thank you, Mr. Chairman. Any time that there's a function with the general public like there was last night and I'm around with my name badge the first thing people want to know is what is a provost. A colleague of mine told me a week or so ago that he thought that being a provost was a lot like being a caretaker of a large cemetery. He said you've got a lot of people under you, but nobody listens. I told the president that last night and he said "yeah, that sounds about right but that's probably where the analogy should end because there may not be a lot of people listening but they sure do talk a lot." So, I guess that's all true.

There are three areas that I want to visit with you about this morning. The first is an update on the dean's searches that we have ongoing in the university. The second is our response to further budget cuts we will undergo the second year of this biennium and in the next biennium. Third, I'd like to share with you some information regarding International Affairs.

First, the engineering dean search. We have identified five finalist for that position and are presently scheduling campus interviews. Among the group there is one present dean of engineering at a university outside the state. There are four department chairs in engineering, one of which is a local candidate at Texas Tech and three of whom are out-of-state. Our local candidate will be the first one to interview and we hope to complete the interview process by early March. I hope it's not too optimistic to say that we can have an individual named by early or mid April, probably to come on board by the beginning of the next academic year.

The search for a dean of the College of Education is not quite as far along, although I'm told now that I'll probably be receiving a short list with three to five people within the next ten days to two weeks. I don't have a definite time schedule on that yet, but I would hope that we can complete interviews for that position in early April and have an individual named before the end of the current semester.

I'd like to visit with you just a little bit about some of the things that we're doing to cope with continuing budget cuts. The President has just indicated to you that our goal is reaching the level of funding of the average of the fifty states and the District of Columbia by the year 1996, and the average of the ten most populous states by the turn of the century. What's actually happening is that the national average is approaching the average of the ten most populous states, due primarily to the down turn in California. So by reaching the national average, we will approach the average of the ten most populous states more quickly than was thought primarily.

In the meantime, I have appointed at the President's request a task force to look at productivity at the university. I think we have to attack the problem

from both ends; we have to look at both revenue enhancement and budget reductions. The deans are presently reviewing their position on graduate tuition. As you know, the only tuition we have the flexibility to set is the graduate tuition and we have a ceiling on that of twice the undergraduate tuition. We have three colleges right now that are charging the maximum tuition at the graduate level and those are the colleges, as you would suspect, whose programs are in greatest demand. They are the the College of Engineering, the College of Business Administration and the College of Education. The Law School is set at \$60.00 a semester credit hour and may not increase this year. We have some flexibility with some of the other colleges and we do anticipate increases in several areas. We must be careful not to price ourselves out of the market.

The task force that I've appointed to look at productivity is trying to answer the question of how we can increase efficiency in order to maintain the current level of productivity with reduced budgets. I've asked them to look at all areas of the campus as well as all responsibilities of faculty including teaching, research, and service.

There are some obvious things that always come to mind. The faculty could teach more courses, which they are already doing in some areas. We can reduce the course inventory, eliminating some of the low enrollment specialized courses at the upper level. Certainly we can do damage to the institution if we're not very careful of how we do this. We can also consider larger classes and reduced research responsibilities.

There are some other strategies that I think we can have a look at that maybe aren't quite so obvious. Some involve the change in mix of the faculty, hiring more lecturers rather than tenure-track faculty in some areas. This could be detrimental, however, if penalties for teaching undergraduate classes with non tenure-track faculty are approved. In some of the professional fields we can utilize professionals to come in as adjunct faculty and teach courses; but we need to be careful that this doesn't get out of hand which it can easily do.

There has been a lot of talk around the country about some of the things that are happening in higher education and how the culture of higher education is changing. We're focusing now and have been asked to focus more on undergraduate teaching. In a way, what I think we're being asked to do is not unlike what those in the health field are being asked to do. We're being asked to provide more primary care faculty and fewer specialists. At a research university where an important part of the mission is research, that culture can change only in parallel with a change in the reward system. We want to do what we can to increase efficiency and maintain productivity but we don't want to do something to damage the historical mission of Texas Tech and the goals that we've set for ourselves, not just in teaching but in research and in community service as well.

Let me turn now to one last item. I wanted to bring you up to date on two of our international programs. At present there are 765 international students studying at Texas Tech from 70 different countries. The countries that are most represented are India, China, Taiwan, Korea and Turkey. Our primary focus right

now, as you might suspect, is Mexico, particularly in light of NAFTA and the funding and collaboration possibilities it provides. I returned a couple of week ago from the University of Guadalajara which is the second largest public university in Mexico. It is very likely we will establish some joint relationships that involve both faculty exchange and student exchange with this university. We have relations too, as you know, with the University of San Luis Potosi where we've had a language program for twenty-six years; and with the University of Guanajuato where we have a summer law institute in collaboration with the University of New Mexico and the University of San Diego last year. This will be the second year of that program.

Additionally in the past year we've had about a 50% increase of Texas Tech students that are studying abroad. The biggest problem with that continues to be the language problem . Most of our students who study abroad go to English speaking countries. England and Canada are the two most popular, but we have students studying now in France, Mexico, Germany, Italy, Spain, Turkey and in the Netherlands. These are student exchange programs in which our students pay their tuition at Texas Tech and students coming here pay their tuition at their home institution

Finally, I might remind you that in April a review team from the Southern Association of Colleges and Schools will be on campus for their on-site review. Approximately 25 individuals will be on the campus. The President has met with Dr. Sayres, President of the University of Alabama, who will chair the team.

That concludes my report and I would be happy to respond to any questions.

**TEXAS TECH UNIVERSITY
Lubbock, Texas**

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TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Teaching Appointments
November 15, 1993 to December 13, 1993

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Gilman, Alexander D. Assistant Professor	Technology	1/16/94-5/31/94

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

NOVEMBER 1, 1993 THROUGH NOVEMBER 30, 1993

Project Activity	Amount	Source of Funds
COBA Small Buisness Development Center	578,349	U.S. Small Business Administration Coop Agreement #4-7770-0048-08 CFDA #59.037. Regental approval given for project.
Panhandle-South Plains Center for Professional Development & Technology	762,800	Texas Education Agency Project #44242107-01 CFDA #n/a. Regental approval has been received.



4100 Rio Bravo • Suite 303 • El Paso, Texas 79902 • Tel. (915) 533-4418

JOHN HANCOCK BOWL TEAM AGREEMENT

THIS JOHN HANCOCK BOWL TEAM AGREEMENT (the "Agreement") is entered into this _____ day of December, 1993, by and between THE EL PASO SUN CARNIVAL ASSOCIATION, a Texas non-profit corporation, with offices in El Paso County, Texas, (the "Association"), and Texas Tech University, located in Lubbock, Texas (the "University").

WITNESSETH

WHEREAS, Association agrees to sponsor the John Hancock Bowl Football Game, to be played on the 24th day of December, 1993, (the "Game"); in the Sun Bowl Football Stadium (the "Stadium") in El Paso County, Texas, and desires to have the University play in the Game upon the terms and conditions set forth below; and

WHEREAS, the University desires to play in the Game upon the terms and conditions set forth below.

IN CONNECTION THEREWITH, the University and the Association hereby agree as follows:

1. University hereby agrees to have its football team and official party in El Paso, Texas, fully prepared to play the Game at approximately 12:30 PM on December 24, 1993, Mountain Standard Time. The University agrees to play the Game in accordance with the schedule determined by the Association and otherwise in accordance with applicable rules and regulations of the National Collegiate Athletic Association ("NCAA"). The University's official party and football team shall arrive in El Paso on or before December 20, 1993 and stay in El Paso, Texas until after the conclusion of the Game and post-game activities, and participate in all official functions and other activities listed on attached Schedule 1 (the "Activities").

2. In full and complete satisfaction of the Association's obligations hereunder, the sufficiency of which is hereby acknowledged by the University, the Association agrees to pay to the University, an amount equal to the greater of One Million, One Hundred Thousand Dollars (\$1,100,000.00) or 37.5% of the "gross receipts" (the "Game Receipts") whichever is greater, as defined in Regulations Governing Extra Events of the NCAA. Payment of said funds will be made on or before March 31, 1994 (the "Settlement Date").

3. It is understood and agreed that the Agreement shall be construed in accordance with the internal law of the State of Texas and the applicable rules and regulations of the NCAA.

4. University understands and agrees that neutral officiating crews will be used, which officials are to assigned by the NCAA Postseason Football Committee through its duly authorized representative designed for such purpose.

5. University understands and unconditionally consents to the world-wide, royalty-free perpetual right and license by the Association and/or its assignees and designees to use the University's school name, mascot, logos, trade names, trademarks and/or trade styles and all derivatives thereof for purposes of promotion of Bowl-related souvenirs and marketing of the Game and concession/novelty items associated therewith.

6. The Association shall pay all game expenses in accordance with NCAA Bylaw 30.8.9. The University shall pay for all other expenses in connection with its participation in the Game, including but not limited to transportation, room, board, and other incidental expenses.

7. The University agrees to indemnify, save and hold harmless, the Association and the Association's officers, directors, employees, agents and volunteers from and against any and all liabilities, demands, damages, claims, personal injuries, causes of action, and costs and expenses, including but not limited to reasonable attorney's fees, arising out of or relating to in any way any breach of the Agreement by the University or any injury or damage incurred by any player, coach, or any other member of the University's official party as a result of participation in the Game, or any of the Activities or affairs connected therewith. The University represents to the Association that its players and other members of the University's official party are covered by injury and travel insurance and will be covered at all times while in El Paso for the Game. In accordance with Schedule 2, attached hereto and made a part hereof, for all purposes.

8. The Association retains the exclusive rights to the broadcast, telecasts, and/or other coverage of the Game, and to take or permit to be taken pictures and filming of the Game, and to install necessary equipment in or about the site of the Stadium without the authority of or approval by the University. The world-wide television and radio rights are exclusively those of CBS and the Association, respectively. The Association hereby grants authority to the University for one live radio broadcast of the Event in consideration of payment to the Association of \$1,500, in accordance with the payment provisions of Section 12 below. The broadcast is restricted to the normal University network. No other telecasts or broadcasts, either live or of a delayed nature, will be permitted without the consent of each of the CBS Television Network and the Association. The Association retains the sole and exclusive right to black-out radio and/or television coverage in the El Paso - Las Cruces ADI television market.

9. The Association retains the right to establish and regulate any and all pre-game, half-time or postgame activities. Organizations representing the University may participate in such activities provided they do so upon reasonable prior request of the Association and at the direction and control of the Association and its agents.

10. The Game shall be conducted in accordance with all applicable rules and regulations of the NCAA. The Association shall have full and complete control of the conduct of the Game and officials, athletes, coaches, and other attendants, from the time they arrive until they leave the site of the Game on December 24, 1993, but neither the Association nor any of its officers, directors, employees, agents and/or volunteers shall in any way be liable to any person, firm or corporation for any act done or committed by any of such persons.

11. The Agreement shall not be assignable by either party.

12. In compliance with NCAA rules, the Association has reserved one-sixth (1/6) of the seating capacity of the Stadium for the University. The University has agreed to purchase a minimum of 8,000 tickets. The University may pay for tickets it purchases by either paying cash for the face value of such tickets at the time of purchase, or the Association shall deduct the purchase price for such tickets from payment to be made to the University pursuant to Section 2 of the Agreement. All tickets are being handled in accordance with NCAA rules and regulations. Without the prior written consent of the Association, which may be withheld in the Association's sole and absolute discretion, the University agrees not to sell, donate, give, or otherwise disseminate any of the tickets the University is purchasing, and agrees to use best efforts to prevent any agent or purchaser of such tickets, as provided in this Section, from selling, donating, giving, or otherwise disseminating any of such tickets, within a one-hundred (100) mile radius of the Stadium.

13. The University acknowledges and agrees that the University shall be designated as the visiting team, and the University of Oklahoma as the home team. As such, the University will be assigned light colored jerseys, and the University of Oklahoma will be assigned dark colored jerseys.

14. The University hereby agrees to maintain full casualty, personal injury and uninsured motorist coverage for each of the twenty vehicles (the Vehicles) that are made available to the University for its use during its stay in El Paso, Texas in connection with the Event. Moreover, University agrees to name the Association and Hoy-Fox Toyota/Lexus, Inc. ("Hoy-Fox") as additional insureds on said policies and to provide a certificate describing same. University also hereby agrees to indemnify and hold harmless the Association and Hoy-Fox and their respective officers, directors, employees, agents, volunteers and attorneys, from and against any and all liabilities, demands, damages, claims, personal injury, causes of action, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or in any way relating to the use of such vehicles during the University's stay in El Paso, Texas in connection with the Event. The vehicle identification numbers will be provided for inclusion in the University's policy.

15. The parties acknowledge and agree that the Association will follow NCAA rules for drug testing of participating athletes and the University will exercise best efforts to ensure cooperation of its athletes in said testing and the site of said testing will be determined by the NCAA.

IN WITNESS WHEREOF, the parties have executed the Agreement of the day and year first above written.

EL PASO SUN CARNIVAL ASSOCIATION

Dated: 12/16/93

By: Craig Helwig, Executive Director

TEXAS TECH UNIVERSITY

Dated: 12-16-93

By: Bob Bockrath, Director of Athletics

Dated: 12/17/93

By: Dr. Robert W. Lawless, President

SCHEDULE 1

Board Minutes
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February 2, 1994
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Your Trip to El Paso

Saturday, December 18

Teams Arrive/Airport Reception:

Cattlemen's Steakhouse Dinner (Optional): We know that our guests who arrive late in the afternoon may be tired and want an evening to rest. We will leave all the choices up to you. Cattlemen's Restaurant is located some 25 miles east of El Paso at Indian Cliffs Ranch, in a typically picturesque and beautiful Western setting. You will find the steaks compare favorably with any found in the United States. This will be at your expense.

Sunday, December 19

5:00 PM: Sheriff's Posse Bar-B-Que Dinner: This is a stag affair for players, coaches, athletic department personnel and visiting media only. This event is not open to the public! Established in 1936, the Sheriff's Posse was dedicated to preserving the Old West and this annual event showcases its achievement. The friendly down home dinner is often the best remembered taste of Texas hospitality, and the Sheriff's Posse makes sure that both teams get a real Texas welcome. The evening's entertainment usually comes right from the players themselves. Dress is casual. Due to space limitations, please hold the number of persons in your party to 125. Tickets will be furnished to your group by your host committee, and each person will have to have his own ticket to attend.

Monday, December 20

5:00 PM: Official Party Reception: This semi-formal party takes place at the lovely home of Mr. and Mrs. Jonathan Rogers, a former mayor of El Paso and a Sun Carnival/John Hancock Bowl ambassador. This reception is for the official party from each of the schools.

7:00 PM: Awards Banquet: The John Hancock Bowl Awards Banquet features the presentation of team awards. This banquet is held at the beautiful El Paso Country Club. Because we wish to keep this a small intimate event for you and your players, please hold down the number of ticket requests to: 275. Each team will receive 100 free tickets, and you may purchase up to an additional 175 tickets at \$25.00 each. If you wish, we can deduct the price of the additional tickets from your team payment. Please coordinate ticket requests with Pearl Mueller of the Bowl office. We promise there will be no long winded speeches nor a head table. The only presentation will be to each team's captains. The remainder of the awards will be distributed to other team members later. The dress is semi-formal.

Your Trip to El Paso

Tuesday, December 21

9:00 AM: Women's Trolley Tour of El Paso/Juarez: Our guests will immensely enjoy a trolley ride through our sister city of Juarez, Mexico. The cost per individual is \$30.00. Guides will be furnished, and you will have the opportunity to shop in several stores. Juarez is noted worldwide as a haven for bargain hunters. Lunch will be served during this tour. Dress is casual and wear walking shoes if desired. For information contact Pearl Mueller (915) 533-4416.

9:00 AM and 2:00 PM: Boot Factory: For those of you who wish to purchase some of the world's most famous western boots at wholesale prices, there will be a bus taking those interested to selected boot outlets to be fitted for cowboy boots. Your official party will go at the time practice is not scheduled.

Wednesday, December 22

7:00 AM: Fellowship of Christian Athletes Breakfast: *(Optional)* Players and coaches of both institutions are invited to attend. Special music will be provided while you dine. Your fans are invited and may purchase tickets to this event by sending a check or money order to Mr. W. Martin Yung, P.O. Box 9187, El Paso, Texas, 79983, in the amount of \$15.00 per ticket. Please coordinate with Martin at (915) 533-2614. This event will be held at the Marriott Hotel's Grand Ballroom. You should be out by 8:30 AM. Dress is business attire.

5:30 PM: Juarez Bullfight: Coaches and athletic administrators and wives will be picked up at their respective hotels and bused to Juarez for a night in Old Mexico. Your group will be taken to Solar de la Paloma, a beautiful Mexican hacienda and bull ring. The bravery of those present will be tested by the entrance of a young bull, which will be there to fight any brave souls who so desire. Following the bullfight, you will be treated to a delicious Mexican dinner. In years past, this has been one of the most popular evenings for our visitors. Dress for this occasion is casual, but do dress for chilly night time temperatures.

Your Trip to El Paso

Thursday, December 23

11:30 AM: John Hancock Bowl Team Luncheon: A highlight of Bowl Week is the annual Team Luncheon, held at the Civic Center in downtown El Paso. This year, the luncheon is co-sponsored by the Rotary Club, and CBS will provide a prominent speaker. This affair is open to the public, and always attracts both local and visiting fans. The players and coaches from both teams are highlighted at the luncheon, and the broadcast team from CBS Sports joins in the fun. Entertainment is scheduled, and your supporters may purchase tickets for \$20.00 each. These may be purchased through your Athletic Department or through the John Hancock Bowl office. We would like an accurate count of your party by December 15. Each team will receive 100 free tickets from your hosts, and each person will be seated at tables designated on the tickets. Any remaining tickets needed above the 100 free tickets will be charged at \$20.00 each, and may be deducted from your team payment if so desired: **THIS FUNCTION IS ABSOLUTELY MANDATORY, AND ALL PLAYERS AND OFFICIALS MUST BE SEATED BY 11:30.**

1:30 PM: Mandatory NCAA Meeting: The pre-game NCAA Bowl meeting with the appropriate John Hancock personnel, CBS television officials and assigned game officiating crew members, will be conducted at the Civic Center following the Team Luncheon (approximately 1:30 p.m.) on Thursday, December 23. The attendance of your director of athletics, head football coach, sports information director and band director is *required*. A report to the NCAA must be completed and signed at that meeting. As per NCAA Bylaws, failure to comply will result in a \$1,000 fine per *each* of the four persons not in attendance.

7:00 PM: John Hancock Party: This elegant party is hosted by the corporate sponsor of the Bowl, the John Hancock Financial Services and the John Hancock Life Insurance Company. This party is held at the Camino Real Paso Del Norte Hotel in downtown El Paso, and is for members of your official party and prominent members of the El Paso community. Due to space restrictions, we must limit the attendance to 50 people from each institution's official party.

Friday, December 24

12:30 PM: GAME DAY

CONSTRUCTION SERVICES

Contract No. 94-1184
Account Number 3702-42-1515

AGREEMENT

THIS AGREEMENT, made this 2nd day of November, in the year Nineteen
Hundred Ninety Three

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein
by and through Robert W. Lawless, President, and
RHODE CONSTRUCTION COMPANY, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
CHACP II - COOLING TOWER WELL

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
One Hundred Eight Thousand Eight Hundred and no/100 Dollars

(Written Amount)

\$108,800.00

(Figures)

The above bid price is divided into \$56,400.00 dollars for Materials (to be
incorporated into the Work) and \$52,400.00 dollars for Labor (including any
materials not incorporated into the Work, such as formwork and rentals used in
the process of installation). This separation of the contract price into
Materials and Labor is required in order for the successful bidder to be able to
purchase free of state sales tax the materials to be incorporated into the Work.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a
date to be specified in a written "Notice to Proceed" from the Owner and
completed in 150 consecutive calendar days.

The time in the contract for the completion of the work is an essential element of the contract, and it is mutually agreed that the Owner will suffer financial damages in an amount not now possible to ascertain if this work is not completed on schedule, and in view of these facts, it is agreed that the Owner will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$ 250.00 per day for each calendar day that the work remain uncompleted beyond the date specified in the Notice to Proceed, or as extended by change order by the Owner.

ARTICLE 4

PROGRESS PAYMENTS

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

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

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

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

ARTICLE 5

THE CONTRACT DOCUMENTS

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

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

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 7

OWNER'S REPRESENTATIVE

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

Venue shall be in Lubbock County, Texas.

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

OWNER
TEXAS TECH UNIVERSITY

CONTRACTOR
RHODE CONSTRUCTION COMPANY

By: _____
Robert W. Lawless
President

By: _____

Date: 12-6-93

Date: 12/3/93

REVIEWED FOR FISCAL IMPLICATIONS

~~Don E. Cosby, Vice President~~
for Fiscal Affairs

Date: 12-3-93

REVIEWED FOR FORM

Pat Campbell, Vice President
and General Counsel

Date: 12-2-95

5.

SUMMARY
November, 1993

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
November, 1993	967	\$266,640.50	199	\$258,871.81	2	\$2,501.00	1,168	\$528,013.31
November, 1992	835	\$252,587.84	93	\$326,315.45	1	\$1.00	929	\$578,904.29
CUMULATIVE:								
September 1, 1993 Through November 30, 1993	3,613	\$1,022,617.11	423	\$551,989.50	8	\$3,745,060.00	4,044	\$5,319,666.61
September 1, 1992 Through November 30, 1992	3,165	\$916,739.72	283	\$847,608.36	9	\$12,138.00	3,457	\$1,776,486.08

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

5a.

SUMMARY
November, 1993

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	
November, 1993	452	\$134,706.79	96	\$239,005.00	2	\$2,501.00	\$376,212.79
November, 1992	380	\$179,973.42	40	\$286,492.54	1	\$1.00	\$466,466.96
CUMULATIVE:							
September 1, 1993 Through November 30, 1993	1,760	\$640,033.95	220	\$429,425.00	7	\$3,745,058.00	\$4,814,516.95
September 1, 1992 Through November 30, 1992	1,652	\$580,233.43	114	\$668,456.49	8	\$12,137.00	\$1,260,826.92

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

Texas Tech University
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT
November, 1993

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	0	0
2. Academic Divisions	37,610.16	201,795.00
3. Faculty Development	0	0
4. Research	24,900.00	204,740.10
5 a. Friends of the Library	685.00	3,680.88
b. KTXT-TV	6,592.00	22,766.00
c. Ex-Students Association	1,735.00	12,422.93
d. Southwest Collection	0	376.71
e. Museum	125.00	528.62
f. Ranching Heritage Center	5,266.46	6,051.57
g. Red Raider Club	0	0
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	250.00	250.00
6. Student Financial Aid	27,009.00	124,898.05
7. Other Purposes	27,584.17	56,504.09
8. Matching Gifts	2,950.00	6,020.00
9 a. Endowment Chairs	0	0
b. Endowed Professorships	0	0
c. Endowed Scholarships	36,320.00	188,220.00
d. Endowed Programs	202,685.00	241,205.00
10a. GIK Equipment	2,501.00	5,301.00
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	0
e. GIK Other	0	3,739,757.00
<u>SUBTOTAL:</u>	376,212.79	4,814,516.95
11. Rents, Interest, Dividends, etc.	25,842.76	72,382.00
<u>TOTAL:</u>	\$402,055.55	\$4,886,898.95

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University
Prepared December 8, 1993

November 1992-93
Month Fiscal Year

<u>SOURCE</u>	<u>RECEIPTS FOR MONTH</u>	<u>RECEIPTS TO DATE THIS FISCAL YEAR</u>	<u>RECEIPTS TO DATE LAST FISCAL YEAR</u>
1. ALUMNI INDIVIDUALS			
A. General	\$17,983.17	\$59,153.44	\$40,341.38
B. Trusts & Bequests	\$0.00	\$0.00	\$0.00
Sub Total	\$17,983.17	\$59,153.44	\$40,341.38
2. NON-ALUMNI INDIVIDUALS			
A. General	\$228,326.12	\$333,818.19	\$508,051.90
B. Trusts & Bequests	\$15,000.00	\$20,000.00	\$5,051.00
Sub Total	\$243,326.12	\$353,818.19	\$513,102.90
3. CORPORATIONS			
A. Grants	\$49,579.50	\$187,528.42	\$222,011.58
B. Matching Gifts	\$2,550.00	\$3,575.00	\$1,320.00
Sub Total	\$52,129.50	\$191,103.42	\$223,331.58
4. FOUNDATIONS			
A. Grants	\$54,169.00	\$4,073,913.10	\$342,473.66
B. Matching Gifts	\$400.00	\$2,345.00	\$5,455.00
Sub Total	\$54,569.00	\$4,076,258.10	\$347,928.66
5. OTHER	\$8,205.00	\$134,183.80	\$136,122.40
GRAND TOTAL ALL RECEIPTS	\$376,212.79	\$4,814,516.95	\$1,260,826.92

5b.

SUMMARY
November, 1993

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	
November, 1993	515	\$131,933.71	103	\$19,866.81	0	\$0.00	\$151,800.52
November, 1992	455	\$72,614.42	53	\$39,822.91	0	\$0.00	\$112,437.33
CUMULATIVE:							
September 1, 1993 Through November 30, 1993	1,853	\$382,583.16	203	\$122,564.50	1	\$2.00	\$505,149.66
September 1, 1992 Through November 30, 1992	1,513	\$336,506.29	169	\$179,151.87	1	\$1.00	\$515,659.16

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

Texas Tech University Foundation
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT
November, 1993

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	0	0
2. Academic Divisions	11,942.50	132,618.98
3. Faculty Development	0	2,500.00
4. Research	25.00	8,780.00
5 a. Friends of the Library	605.00	3,840.00
b. KTXT-TV	25.00	25.00
c. Ex-Students Association	0	0
d. Southwest Collection	0	5,383.33
e. Museum	0	0
f. Ranching Heritage Center	0	0
g. Red Raider Club	500.00	600.00
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	22,902.50	63,890.00
6. Student Financial Aid	33,491.67	77,791.39
7. Other Purposes	57,984.04	68,223.96
8. Matching Gifts	4,458.00	18,930.50
9 a. Endowment Chairs	0	0
b. Endowed Professorships	0	7,214.87
c. Endowed Scholarships	15,351.81	103,484.63
d. Endowed Programs	4,515.00	11,865.00
10a. GIK Equipment	0	0
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	2.00
e. GIK Other	0	0
 <u>SUBTOTAL:</u>	 151,800.52	 505,149.66
 11. Rents, Interest, Dividends, etc.	 19,632.31	 82,434.05
 <u>TOTAL:</u>	 \$ 171,432.83	 \$587,583.71

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University Foundation

Prepared December 8, 1993

November
Month

1992-93
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	\$14,418.50	\$47,752.00	\$44,047.75
B. Trusts & Bequests	\$0.00	\$0.00	\$0.00
Sub Total	\$14,418.50	\$47,752.00	\$44,047.55
2. NON-ALUMNI INDIVIDUALS			
A. General	\$111,192.21	\$267,830.22	\$158,013.13
B. Trusts & Bequests	\$50.00	\$50.00	\$4,884.27
Sub Total	\$111,242.21	\$267,880.22	\$162,897.40
3. CORPORATIONS			
A. Grants	\$15,861.81	\$87,662.81	\$141,650.74
B. Matching Gifts	\$1,318.00	\$3,008.00	\$7,620.00
Sub Total	\$17,179.81	\$90,670.81	\$149,270.74
4. FOUNDATIONS			
A. Grants	\$70.00	\$42,572.00	\$101,525.00
B. Matching Gifts	\$3,140.00	\$15,922.50	\$28,997.00
Sub Total	\$3,210.00	\$58,494.50	\$130,522.00
5. OTHER	\$5,750.00	\$40,352.13	\$28,921.27
GRAND TOTAL ALL RECEIPTS	\$151,800.52	\$505,149.66	\$515,659.16