

TEXAS TECH UNIVERSITY  
LUBBOCK, TEXAS  
MINUTES OF BOARD OF REGENTS MEETINGS  
1991 - 1992  
VOLUME II

MINUTES OF  
BOARD OF REGENTS MEETING  
March 27, 1992

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Minutes

Board of Regents  
March 27, 1992

M83. The Board of Regents of Texas Tech University met in regular session on Friday, March 27, 1992, at 9:35 a.m. in the Board of Regents suite on campus. The following Regents were present: 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 W. Martin, Mr. John C. Sims, and Mrs. Elizabeth Ward. Officials and staff present were: Dr. Robert W. Lawless, President; Dr. Donald R. Haragan, Executive Vice President and Provost; Mr. Jim Brunjes, Vice President for Administration; Mr. Pat Campbell, Vice President and General Counsel; Mr. William G. Wehner, Vice President for Institutional Advancement; Mr. Don Cosby, Vice President for Fiscal Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Monty E. Davenport, Associate Vice President for Plant Services; Dr. Jerry Ramsey, Associate Vice President for Operations; Dr. Thomas G. Newman, Associate Vice President for Computing and Information Technologies; Dr. Robert M. Sweazy, Vice Provost for Research Services; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller; 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. Don Garnett, Director, Texas Academic Skills Program; Dr. Bess Haley, Dean, College of Home Economics; Dr. Jane Winer, Dean, College of Arts and Sciences; Dr. Charles W. Myles, Chairperson, Department of Physics; Dr. Peder G. Christiansen, Chairperson, Dr. Harley D. Oberhelman, Professor, Classical and Romance Languages; and Mrs. Anne Davis, Acting Assistant Secretary. Texas Tech University Health Sciences Center: Bernhard T. Mitemeyer, M.D., Executive Vice President and Provost; Mr. Elmo Cavin, Vice President for Fiscal Affairs; Dr. Kenneth Barker, Vice President for Research and Academic Support; Mr. Jim Lewis, Executive Assistant to the Executive Vice President and Provost; Mr. Eric Williams, Assistant Vice President for Physical Plant Support; Dr. Pat S. Yoder Wise, Interim Dean, Ms. Kristi Menix, Director of Nursing Center; School of Nursing; E. Lee Taylor, M.D., Associate Dean, Mr. Dudley McCauley, Assistant Dean for Finance and Administration, Texas Tech Regional Academic Health Center at Amarillo; and Mr. James Johnston, Manager, Teaching Learning Resources Classroom Support.

Others present were: Mrs. Robert W. Lawless; Mrs. Cathy Cavin; Dr. Paul Goebel, President, Faculty Senate; Mr. Russell Laird, President, Student Association; Ms. Catherine Dunn, University Daily; Ms. Gina Augustini, Lubbock Avalanche-Journal; and Mr. Hal Nelson, KAMC-TV.

M84. Chairman White called the meeting to order. He then made the following statement: "We want to take this opportunity on behalf of the Board to congratulate Marsha Sharp and her Lady Raiders for an outstanding season that brought tremendous recognition to this University and a great amount of enthusiasm and excitement. We haven't seen the coliseum that full in many years. We just want to take a chance this morning on behalf of the Board to honor Marsha and the Lady Raiders on an outstanding season." He recognized Mrs. Patsy Martin who read the resolution; Attachment No. M1.

M85. Upon motion made by Mr. Fuller, seconded by Mrs. Ward, the minutes of the meetings of January 24 and February 27, 1992, were approved.

M86. Mr. White called on Dr. Lawless to give the President's report; Attachment No. M2.

M87. Mr. Gulley reported for the Academic, Student and Administrative Affairs Committee. The following nine items (M88 through M96) constitute action taken upon committee recommendation.

M88. Upon motion made by Mr. Gulley, seconded by Mr. Sims, the following was approved: RESOLVED, that the Board of Regents grants tenure to the faculty of Texas Tech University whose names appear on the attached list, effective this date; Attachment No. M3.

M89. Upon motion made by Mr. Gulley, seconded by Mrs. Ward, the following was approved: RESOLVED, that the Board of Regents approves the changes in academic rank as indicated on the attached roster, effective September 1, 1992; Attachment No. M4.

M90. Upon motion made by Mr. Gulley, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents approves appointment with tenure for Dr. Lowell M. Schake in the Department of Animal Science.

M91. Upon motion made by Mr. Gulley, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents designates the individuals named on the attached list as Horn Professors, effective March 27, 1992; Attachment No. M5. Dr. Haragan introduced Dr. Jane Winer, Dean of College of Arts and Sciences, who summarized significance of Horn Professorships and explained Dr. Purnendu K. Dasgupta, Department of Chemistry and Biochemistry was unable to be present and then recognized Dr. Peder G. Christiansen, Chairperson, Classical and Romance Languages, who introduced Dr. Harley Oberhelman.

M92. Upon motion made by Mr. Gulley, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents confers emeritus status upon the individuals listed on the attached sheet; Attachment No. M6.

M93. Upon motion made by Mr. Gulley, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the change of designation for the Computer Science section of the Department of Electrical Engineering to the Department of Computer Science; Attachment No. M7.

M94. Upon motion made by Mr. Gulley, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the plan for instructional telecommunications as shown in the attachment; Attachment No. M8.

M95. Upon motion made by Mr. Gulley, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents approves the attached visitation hours policy for residence halls, effective 1992 fall semester; Attachment No. M9.

M96. Upon motion made by Mr. Gulley, seconded by Mrs. Ward, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as follows:



- (a) Faculty Development Leaves, Attachment No. M10;
- (b) Commission as peace officers, Lynn Parvin, effective January 2, 1992, Randy Smith, effective January 22, 1992, and Robbie D. Reno, effective February 25, 1992. Mr. Gulley announced that the Small Class Report and Faculty Workload data are filed in the Board of Regents' office.

M97. Mr. Sims reported for the Finance Committee. The following four items (M98 through M101) constitute action taken upon committee recommendation.

M98. Upon motion made by Mr. Sims, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the attached budget adjustments for the period December 1, 1991, through February 29, 1992; Attachment No. M11.

M99. Upon motion made by Mr. Sims, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the assessment and collection of a Summer Academy Participant Fee of \$125 from each participant effective March 27, 1992.

M100. Upon motion made by Mr. Sims, seconded by Mrs. Martin, the following was approved: RESOLVED, that the Board of Regents approves the attached holiday schedule for the 1992-93 fiscal year; Attachment No. M12.

M101. Upon motion made by Mrs. Martin, seconded by Gen. Cavazos, the following was approved with Regents Sims, Ward and Fuller voting "no." RESOLVED, that the Board of Regents authorizes the President to notify the Trustee for the Employees Retirement System of Texas of its election to participate in the Texas Employees Uniform Group Insurance Benefits.

M102. Mr. Hobbs reported for the Campus and Building Committee. The following six items (M103 through M108) constitute action taken upon committee recommendation.

M103. Upon motion made by Mr. Hobbs, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents approves naming the existing room No. 132 in the Mechanical Engineering Building the "L. J. Powers Lecture Hall."

M104. Upon motion made by Mr. Hobbs, seconded by Mr. Sims, the following was approved: RESOLVED, that the Board of Regents approves naming the new observatory building the "Preston F. Gott Skyview Observatory."

M105. Upon motion made by Mr. Hobbs, seconded by Mr. Sims, the following was approved: RESOLVED, that the Board of Regents accepts the bid of All Texas Builders in the amount of \$181,232 for an addition to the grandstand facilities at Dan Law Field and the President is authorized to execute a contract.

M106. Upon motion made by Mr. Hobbs, seconded by Mrs. Martin, the following was approved: RESOLVED, that the Board of Regents authorizes the President to appoint the firm of AC Associates as project architect and accepts the bid of Knox, Gailey & Meador, Inc., in the amount of \$103,519 for the stabilization of the Dairy Barn and Silo and the President is authorized to execute a contract. BE IT FURTHER RESOLVED, that the project budget is established at \$120,000.

M107. Upon motion made by Mr. Hobbs, seconded by Mrs. Ward, 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 for the renovation of the Coronado Room in the University Center.

M108. Upon motion made by Mr. Hobbs, seconded by Mr. Sims, the following was approved unanimously: RESOLVED, that the Board of Regents approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids for the library addition to the Law School.

M109. Mr. Johnson reported for the Development and Public Affairs Committee. The following three items (M110 through M112) constitute action taken upon committee recommendation.

M110. Upon motion made by Mr. Johnson, seconded by Mrs. Ward, the following was approved: RESOLVED, that the gift of twelve purebred Angus bulls donated by Summitcrest Farms of Summitville, Ohio, to Texas Tech University for the College of Agricultural Sciences, be accepted by the Board of Regents.

M111. Upon motion made by Mr. Johnson, seconded by Mrs. Martin, the following was approved: RESOLVED, that the gift of 8,000 pounds of AMDRO Fire Ant Bait donated by American Cyanamid of Princeton, New Jersey, to Texas Tech University for the College of Agricultural Sciences be accepted by the Board of Regents.

M112. Mr. Johnson reported that total gifts and grants received by the development office through March 20 for the 1991-92 fiscal year for Texas Tech University and Texas Tech University Foundation is \$4,850,739, an increase of \$614,765 over this same period last year. Total gifts to Texas Tech and the Health Sciences Center through March 20, 1992, is \$5,858,904, an increase of \$318,022 over this same period last year.

M113. Mrs. Ward reported for the Research Affairs Committee. The following item (M114) constitutes action taken upon committee recommendation.

M114. Upon motion made by Mrs. Ward, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents approves the appointments of Mr. E. R. "Dick" Brooks and Mr. William B. Mitchell to the Board of Directors of the Texas Tech Research Foundation.

M115. Mr. Fuller reported for the Committee of the Whole. He called upon Dr. Haragan to give the Provost's report, Attachment No. M13. Dr. Haragan recognized Dean Jane Winer who introduced Dr. Charles W. Myles, Chairperson, who reported for the Department of Physics. Chairman White complimented Dr. Myles on his excellent report.

M116. There being no further business, the meeting adjourned.

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Anne Davis  
Acting Assistant Secretary

Attachments (March 27, 1992)

- M 1. Resolution Honoring Lady Raiders Basketball Team; Item M84.
- M 2. President's Report; Item M86.
- M 3. Granting of Tenure; Item M88.
- M 4. Changes in Academic Rank; Item M89.
- M 5. Horn Professors; Item M91.
- M 6. Emeritus Status; Item M92.
- M 7. Computer Science Program; Item M93.
- M 8. Plan for Instructional Telecommunications; Item M94.
- M 9. Residence Halls Visitation Hours Policy; Item M95.
- M10. Faculty Development Leaves; Item M96.
- M11. Budget Adjustments for December 1, 1991, through February 29, 1992; Item M98.
- M12. Holiday Schedule for FY1992-93; Item M100.
- M13. Provost's Report; Item M115.

I, Anne Davis, the duly appointed and qualified Acting 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 March 27, 1992.

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Anne Davis  
Acting Assistant Secretary

SEAL

March 27, 1992

RESOLUTION

WHEREAS, the 1992 Texas Tech Lady Raiders Basketball Team of Texas Tech University has accomplished an outstanding milestone in the development of the Women's Intercollegiate Athletic Program at Texas Tech University by winning the first Conference championship for the Texas Tech Women's Athletic Department and the Lady Red Raiders; and

WHEREAS; The Lady Raiders captured the 1992 Southwest Conference Women's Basketball Title with 13 wins and 1 loss in Southwest Conference play; and

WHEREAS, The Lady Raiders won the 1992 Women's Southwest Conference Basketball Tournament; and

WHEREAS, The Lady Raiders won their first-ever victory in NCAA women's basketball tournament on March 21, 1992, while playing before the all-time record crowd of 8,323 fans; and

WHEREAS, The Lady Raiders represented Texas Tech University and the Southwest Conference in the Regional Women's NCAA basketball championship play-off in Seattle, Washington, on March 26, 1992; and

WHEREAS, the Board of Regents desires to express its appreciation for these outstanding accomplishments.

NOW THEREFORE BE IT RESOLVED, that the Tech Lady Raiders Basketball Team, Coach Marsha Sharp and her staff be and they are hereby congratulated for an outstanding season. The Board expresses its appreciation for the superior effort on the part of each individual team member and each coaching staff member for their determination to succeed both on the court and in the classroom.

BE IT FURTHER RESOLVED that the Board of Regents commend each and every member of the team and coaching staff for their exemplary conduct both on and off the basketball court.

BE IT FURTHER RESOLVED that the Board of Regents expresses its appreciation to the student body, the faculty and staff, the athletic fans and friends of the Lubbock Area, the South Plains, the State and Nation, for their support and interest in the Women's Intercollegiate Athletic Program at Texas Tech University.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and a copy be delivered to the Director of Intercollegiate Athletics and the Coach of the Lady Raiders Basketball Team.

TEXAS TECH UNIVERSITY

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Alan B White, Chairman

### President's Report

Given the two Provosts' report, I figure that at least once a year I ought to have equal time. Actually, I will be quite brief, and as Chairman White has indicated, Mrs. Martin has already given a very succinct facet of my report yesterday. But what I want to talk with you about is a brief review to say that in a couple of areas, I think we have been leaders and I believe in front of the current trend that is sweeping the state.

The first item is to remind you that on January 2, 1990, I appointed a committee to evaluate the Noel Levitz Connection Program, which is a customer service training program, and that group worked for about a year and one-half which culminated in our adopting the Service Plus Program for the University and the Health Sciences Center. The goal of this program is to sensitize and train all the staff in terms of customer service. The reason I bring that to your attention is because you will probably recall that on March 16 of this year, the Governor announced her Total Quality Management Program. If you examine what total quality management means and we look at the terms of definition, the first term listed is "customer satisfaction." Thus, I report to the Board that in 1990, we were out front as an institution doing something that I think the Governor has now pushed forward as a state issue.

The other area is the area of strategic planning. You are aware that when I interviewed here in March of 1989, I talked about the necessity of strategic planning. Upon arriving in July of 1989, I began to talk to Dr. Mitemmeyer and Dr. Haragan about putting something in place. A lot of events transpired and in the summer of 1990, Dr. Haragan had a Strategic Planning Committee working to develop a strategic plan for the institution and shortly thereafter Dr. Mitemmeyer had a similar group active at the Health Sciences Center. It is I think interesting to note that in the 72nd Legislature, House Bill 2009 mandated every state agency and institution of higher education to submit a strategic plan. That planning is now in process. Some state deadlines have slipped a little bit. Originally the strategic plan for all institutions was to be submitted in two phases, Stage I by March 1 and Stage II by June 1. Because of the state having a little difficulty in obtaining some information and the preparation of instructions to the agencies and institutions, the state has slipped the first deadline to April 1, but the June deadline remains in place.

But what I wanted to give to each of you, and you don't have to read it at this point, is a set of strategic plan instructions so that you may review what the state has required as well as a draft of our Phase I submission. But I was pleased, as Patsy said yesterday, to be in the situation where in both instances, we as an institution seem to be ahead of what the trend and requirement is in the state. I thought you would feel good about that and I wanted to bring that to your attention. And with those two items, I will end my report.

COLLEGE OF AGRICULTURAL SCIENCES

Department of Agricultural Economics

Emmett Elam	Assoc. Prof.
Eduardo Segarra	Assist. Prof.*

COLLEGE OF ARCHITECTURE

Glenn E. Hill	Assist. Prof.*
James C. Watkins	Assist. Prof.*

COLLEGE OF ARTS AND SCIENCES

Department of Art

Christina Fuentes	Assist. Prof.*
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Department of Biological Sciences

John C. Zak	Assist. Prof.*
Doris L. Lefkowitz	Assist. Prof.*

Department of Classical and Modern Languages and Literatures

David H. J. Larmour	Assist. Prof.*
Wendell E. McClendon	Assist. Prof.*

Department of Communication Studies

John R. E. Bliese	Assist. Prof.*
Katherine W. Hawkins	Assist. Prof.*

Department of English

Sam A. Dragga, Jr.	Assoc. Prof.
Mary Jane Gaines Hurst	Assist. Prof.*
Elizabeth Winkler Sommerlad	Assist. Prof.*

School of Mass Communications

Mark D. Harmon	Assist. Prof.*
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Department of Mathematics

Fouad Mohamed	Assist. Prof.*
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Department of Philosophy

Howard J. Curzer	Assist. Prof.*
Walter E. Schaller	Assist. Prof.*

\*Also Promotion

Department of Physics

Kwan Hon (Kelvin) Cheng Assist. Prof.\*

Department of Sociology

Margaret A. Elbow Assist. Prof.\*

Department of Speech and Hearing Sciences

Raymond N. Linville Assist. Prof.\*

COLLEGE OF BUSINESS ADMINISTRATION

Area of Finance

Cristopher K. Ma Assoc. Prof.

Area of Information Systems and Quantitative Sciences

David P. Hale Assist. Prof.\*

Area of Management

Robert L. Phillips Assoc. Prof.  
Ritch L. Sorenson Assoc. Prof.

COLLEGE OF ENGINEERING

Department of Electrical Engineering

Michael G. Giesselmann Assist. Prof.\*  
Hermann G. Krompholz Assoc. Prof.\*  
Klaus W. Zieher Assoc. Prof.

COLLEGE OF HOME ECONOMICS

Education, Nutrition and Restaurant/Hotel Management

L. Mallory Boylan Assist. Prof.\*

SCHOOL OF LAW

Timothy W. Floyd Assoc. Prof.\*  
Willy (Will) E. Rice Assist. Prof.\*



Recommended Changes in Academic Rank

<u>Name</u>	<u>Current Rank</u>	<u>Proposed Rank</u>
COLLEGE OF AGRICULTURAL SCIENCES		
<u>Department of Agricultural Economics</u>		
Eduardo Segarra	Assit. Prof.	Assoc. Prof.*
<u>Department of Range and Wildlife Management</u>		
Loren M. Smith	Assoc. Prof.	Professor
COLLEGE OF ARCHITECTURE		
Glenn E. Hill	Asst. Prof.	Assoc. Prof.*
James C. Watkins	Asst. Prof.	Assoc. Prof.*
COLLEGE OF ARTS AND SCIENCES		
<u>Department of Art</u>		
Christina Fuentes	Asst. Prof.	Assoc. Prof.*
<u>Department of Biological Sciences</u>		
John C. Zak	Asst. Prof.	Assoc. Prof.*
Doris L. Lefkowitz	Asst. Prof.	Assoc. Prof.*
<u>Department of Classical and Modern Languages and Literatures</u>		
David H. J. Larmour	Asst. Prof.	Assoc. Prof.*
Wendell E. McClendon	Asst. Prof.	Assoc. Prof.*
<u>Department of Communication Studies</u>		
John R. E. Bliese	Asst. Prof.	Assoc. Prof.*
Katherine W. Hawkins	Asst. Prof.	Assoc. Prof.*
<u>Department of English</u>		
Mary Jane Gaines Hurst	Asst. Prof.	Assoc. Prof.*
Elizabeth Winkler Sommerlad	Asst. Prof.	Assoc. Prof.*
<u>School of Mass Communications</u>		
Mark D. Harmon	Asst. Prof.	Assoc. Prof.*
<u>Department of Mathematics</u>		
Gary A. Harris	Assoc. Prof.	Professor
Fouad Mohamed	Asst. Prof.	Assoc. Prof.*

\*Also Tenure



School of Music

Donald R. Tanner	Assoc. Prof.	Professor
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Department of Philosophy

Howard J. Curzer	Asst. Prof.	Assoc. Prof.*
Walter E. Schaller	Asst. Prof.	Assoc. Prof.*

Department of Physics

Kwan Hon (Kelvin) Cheng	Asst. Prof.	Assoc. Prof.*
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Department of Psychology

Susan S. Hendrick	Assoc. Prof.	Professor
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Department of Sociology

Evans W. Curry	Assoc. Prof.	Professor
Margaret A. Elbow	Asst. Prof.	Assoc. Prof.*

Department of Speech and Hearing Sciences

Raymond N. Linville	Asst. Prof.	Assoc. Prof.*
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COLLEGE OF BUSINESS ADMINISTRATION

Area of Accounting

Don W. Finn	Assoc. Prof.	Professor
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Area of Information Systems and Quantitative Sciences

David P. Hale	Asst. Prof.	Assoc. Prof.*
Surya B. Yadav	Assoc. Prof.	Professor

Area of Marketing

Van R. Wood	Assoc. Prof.	Professor
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COLLEGE OF ENGINEERING

Department of Civil Engineering

H. Scott Norville	Assoc. Prof.	Professor
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Department of Electrical Engineering

Michael G. Giesselman	Asst. Prof.	Assoc. Prof.*
Hermann G. Krompholz	Assoc. Prof.	Professor*

Department of Industrial Engineering

William J. Kolarik	Assoc. Prof.	Professor
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\*Also Tenure

Department of Mechanical Engineering

Jerry R. Dunn	Assoc. Prof.	Professor
Atila Ertas	Assoc. Prof.	Professor

COLLEGE OF HOME ECONOMICS

Education, Nutrition and Restaurant/Hotel Management

L. Mallory Boylan	Asst. Prof.	Assoc. Prof.*
Ruth E. Martin	Assoc. Prof.	Professor

SCHOOL OF LAW

Timothy W. Floyd	Assoc. Prof.	Professor*
Willy (Will) E. Rice	Asst. Prof.	Assoc. Prof.*

MUSEUM SCIENCE

Eileen G. Johnson	Assoc. Prof.	Professor
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Board Minutes  
March 27, 1992  
Attachment No. M5  
Item M91

Faculty Recommended for Designation as Horn Professor

Dr. Purnendu K. Dasgupta

Department of Chemistry  
and Biochemistry

Dr. Harley Oberhelman

Department of Classical and  
Modern Languages and Literatures

Recommended Emeritus Appointments  
1992

Board Minutes  
March 27, 1992  
Attachment No. M6  
Item M92

James Elson Archer	Professor of Systems and Computer Science (23 years)
Charles Edward Butler	Associate Professor of Economics (20 years)
Ralph Marlin Carter	Associate Professor of Education (20 years)
James Hadley Edgar, Jr.	Robert H. Bean Professor of Law (20 years)
Stanley Earl Fowler	Professor of Human Development and Family Studies (21 years)
Clay Edwin George	Professor of Psychology (24 years)
Evan Kermit Jobe	Associate Professor of Philosophy (15 years)
Rex Page Kennedy	Associate Professor of Agricultural Economics (24 years)
Young Nok Kim	Professor of Physics (27 years)
Robert Allen Long	Professor of Animal Science (15 years)
Richard Wayne Maxwell	Associate Professor of Law (16 years)
Mary Fletcher McBride	Associate Professor of English (20 years)
Raymond William Mires	Professor of Physics (34 years)
Vernon John Perez	Professor of Psychology (17 years)
Ray Abiff Purkerson	Associate Professor of Education (19 years)
John William Queen	Associate Professor of Art (31 years)
Richard Earl Tolley	Professor of Music (32 years)

**COLLEGE OF ENGINEERING  
TEXAS TECH UNIVERSITY**

**A REQUEST FOR ADMINISTRATIVE CHANGE  
FOR THE COMPUTER SCIENCE SECTION OF ELECTRICAL ENGINEERING**

**SUBMITTED TO:**

**TEXAS TECH UNIVERSITY BOARD OF REGENTS  
AND THE  
COORDINATING BOARD  
TEXAS COLLEGE AND UNIVERSITY SYSTEM**

**NAME OF INSTITUTION: TEXAS TECH UNIVERSITY**

**NAME OF PROGRAM: COMPUTER SCIENCE**

1. What is the exact administrative change proposed?

The proposal to the Board of Regents and the Coordinating Board dated June 1979 that subsequently was approved creating the Computer Science program at Texas Tech University described the administrative structure as follows:

[1979 Excerpt]

***The proposed program will be administered as the Computer Science Section of the Department of Electrical Engineering. In addition to the existing computer science activity within the Department of Electrical Engineering, the proposed Computer Science Section will absorb the existing computer science groups of the Departments of Mathematics and Systems. An entire administrative unit will be eliminated through the absorption of the Department of Systems by the new Computer Science Section; the existing informal administration of the computer science group in mathematics will be replaced by a somewhat more formal administration in electrical engineering.***

***If, however, the computer science degree program eventually expands much beyond our present estimates (to several hundred undergraduate students) we will consider the possibility of splitting computer science into a separate department. At the present time, however, we have no plans for taking such action.***

The proposed change in administrative structure is to recognize the Computer Science Section of Electrical Engineering as a separate department and to change the title of the Director of Computer Science to that of Chairperson of Computer Science reporting to the Dean of the College of Engineering.

a. Present Administrative Scheme

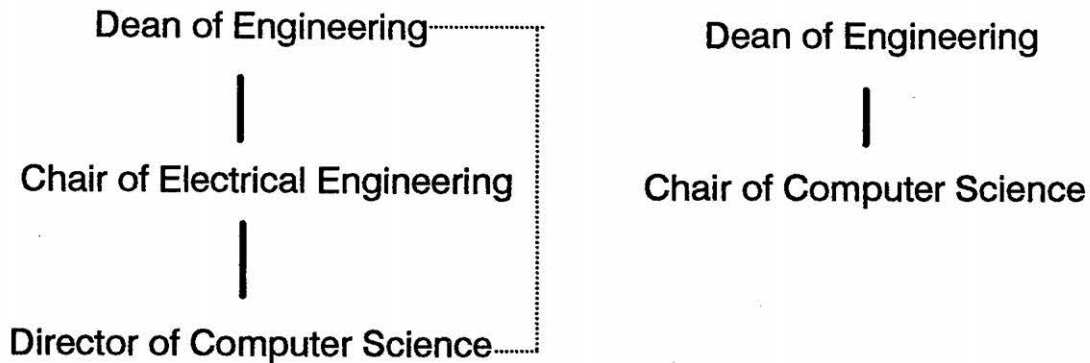
Throughout the time period since the Computer Science Section was approved, the Computer Science program has evolved toward becoming an independent administrative unit. While the Director of Computer Science bears an administrative relationship to the Chairman of Electrical Engineering, as the program has grown in size, scope and complexity, the Director of Computer Science has been given increased responsibility for the administration of the staff, space, laboratories, faculty and budget for the Computer Science Section of Electrical Engineering. As a result, the Director of Computer Science reports to the Dean of Engineering on matters of budgets, faculty recruiting, space and staffing as well as to the Chairman of Electrical Engineering.

b. Proposed Administrative Scheme

The proposed administrative change is to eliminate the dual reporting relationships to the Chairman of Electrical Engineering and the Dean of Engineering changing the title of Director of Computer Science to Chairperson of Computer Science. No

other administrative changes are proposed.

2. Existing and proposed organizational charts:



3. What is the rationale for the proposed change? How would it improve the institution?

The proposed change of status for Computer Science from a Section of Electrical Engineering to the Department of Computer Science in the College of Engineering is intended to accurately reflect the growth and maturity of the Computer Science program at Texas Tech and is consistent with the original proposal to the Board of Regents and the Coordinating Board that anticipated splitting Computer Science into a separate department. The change to departmental status is very important for Texas Tech to be competitive when recruiting scarce Computer Science faculty to fill open positions. High quality faculty are difficult to recruit for a Computer Science program that is perceived as being a section of another large department. The proposed administrative change will improve the image of Texas Tech University nationally through correctly recognizing the role and scope of Texas Tech's Computer Science program.

4. Explain in detail the current administrative load under the present organizational structure. Project these loads for the next four years, and explain the rationale for the projection. Cite the number of faculty, teaching assistants, research load, number of majors and minors, etc.

Computer Science Faculty.

The Computer Science faculty consists of nine tenure track faculty, one part-time (retired) faculty member, one visiting faculty member, three lecturers and eight teaching/laboratory assistants. Since 1990 two tenure track faculty and one full-time lecturer have retired. A request is outstanding to replace the two retired tenure track faculty with two new tenure track hires. The current FTE for Computer Science is 16.0, the authorized FTE is 19.0. Two of the tenure track faculty are joint

appointments with other departments. With the retirement of the previous graduate advisor, the Director of Computer Science serves as the graduate advisor for the Computer Science program. The Director of Computer Science also acts as the Director of the Center for Automation and Robotics. The Computer Science program employs a Secretary II, an Administrative Assistant, a Technician III, and a Director of Undergraduate Laboratories.

The level of research expenditures for 1991-92 will be approximately \$300K.

This level has been reached from a level of essentially zero in 1986. This same level of research funding is expected for 1992-1993. Some growth in research funding is expected during 1993-1994. The current Director of Computer Science (Marcy) is responsible for approximately \$200K / year of externally funded research, with the remaining external research being accounted for by Dr. Oldham (\$60K / year) and Dr. Li (\$40k / year.) The annual research funding will likely remain in the range of \$300K to \$500K per year for the next four years. The faculty that have been hired within the last 5 years are expected to account for the future growth in the level of research funding for Computer Science to approximately \$500K / year.

The number of majors/minors for 1991-92 is 364 and is broken down as follows:

- 267 Computer Science Undergraduates
- 23 Computer Science Undergraduate Minors and Dual Majors
- 59 Computer Science Graduate Students
- 15 Computer Science Graduate Minors

This level of enrollment is expected to grow at the rate of 2-3 % per year for at least the next four years. By 1993-94 we expect the number of undergraduate majors to be approximately 340 and the number of graduate majors to be approximately 60. The number of minors and dual majors typically adds 10% to the total of undergraduate and graduate majors.

5. Explain the new costs of the proposed change in detail as follows:

- a. What new professional and clerical personnel will be added as a result of the change? (Project for four years.)

There will be no need to change the staffing level of clerical personnel from the level of two clerical and two technical staff that are currently employed to support the Computer Science program. Since three faculty have retired since 1990, we have requested permission to hire two new tenure track faculty to replace these retired faculty. The new hires to replace retired faculty are expected to result in a net reduction in the total salary budget for Computer Science from the 1990-91 budget. There are no new costs associated with the proposed change of status for Computer Science with regard to professional or clerical personnel.



b. What additional physical space will be required by the change? From what funds will this be provided and at what cost? How will these costs be met? (Project for four years.)

No new physical space and no new costs will be required by the proposed change. At the time that the College of Engineering underwent renovation of its facilities [1986-1989], the Computer Science program was allocated space on the second and third floors of the Engineering Center independent of Electrical Engineering. Classrooms and laboratories in this space were created that are sufficient for the present needs of Computer Science for the next four years.

c. What additional equipment (all types) will be required as a result of the change? At what estimated cost? (Project for four years.)

No new equipment of any type will be required by the proposed change. At the time that the College of Engineering renovated its facilities [1986-1989] existing computer laboratories were upgraded and a new Computer Science laboratory was created for the use of Computer Science. Over the last five years, a total of approximately \$300K from HEAF funds has been allocated by the College of Engineering to support the equipment needs of Computer Science. Current equipment is adequate for the needs of Computer Science provided that the College of Engineering continues to allocate funds at the historical rate of approximately \$60K per year to replace and upgrade obsolete equipment. This does not represent a new cost resulting from the proposed change of status.

d. Will the administrative change require that the current salary for any administrator or other professional person be increased? Describe increases in detail.

There will be no changes required in the current salary for any administrator or professional person

e. Will the proposed change be adequately funded by existing formula rates and appropriations? If not explain what adjustments are contemplated.

The most recent data on formula generation for the computer Science program is listed below:

	Total Credit Hours	Formula Generation at 83% Funding
Fall 1990	3,143	\$263,885
Spring 1991	2,951	\$263,754
Summer 1 1991	403	\$ 63,586
Summer 2 1991	139	\$ 38,140
Totals	6,636	\$629,365

The 1991-1992 12 month faculty salary budget for the Computer Science Section of Electrical Engineering is \$583,378. Faculty salary formula generation exceeds the current faculty budget for CS by approximately \$45K. The Computer Science program is adequately funded by student credit hour generation.

6. Will the proposed change alter in any way the approved role and scope of the institution? If so explain in detail.

The proposed change in administrative structure will not change the approved role or scope of the institution.

7. Will the proposed change involve the institution ( or any part of it) in new accreditation or in reaccreditation? If so what are the basic criteria for accreditation? What will be the initial costs of the accreditation process, and subsequent annual costs to maintain it?

As an independent department, Computer Science could seek accreditation under the Computer Science Accrediting Board (CSAB). This accrediting body has been recognized as the cognizant agency for accrediting CS programs since 1989-90. The benefits of accreditation under CSAB are not clear this time. At some point in time Computer Science may seek accreditation under CSAB. The initial costs will be approximate \$7,500 and the annual costs will be approximately \$1000 per year. Current faculty, curriculum, laboratories, library holdings and departmental funding are consistent with CSAB criteria for accreditation if Computer Science elects to undertake this process.

8. Will the proposed administrative change require additional graduate or undergraduate student assistantships? If the answer is yes, explain in detail. Describe the source of financial support

No changes in graduate or undergraduate assistantships will be required as a result of this administrative change.

9. Will approval of the proposed change lead to additional or related proposals in other areas? If so explain what and when.

No additional or related proposals in other areas will result from this administrative change.

10. Has the institution's governing board approved the proposed administrative change or organizational change or both? (Give date of meeting at which change was approved.)

The Board of Regents approved the proposed changes at their meeting dated \_\_\_\_\_.

11. Describe briefly the source or sources of funds to support this administrative change and evaluate the adequacy of the funds for the inauguration and support of the change.

No funds are required to accomplish the proposed change. The proposed administrative structure is fully funded by the existing Computer Science faculty salary budget and the Computer Science departmental operating expense budget.

12. Attach the letter of Certification of Adequacy of Financing to the copies of the application for the requested administrative change.

See attached certification.

Texas Tech University  
Texas Tech University Health Sciences Center  
Plan For Instructional Telecommunications

This plan has been developed in accordance with the requirements of the Texas Higher Education Coordinating Board Rules and Regulations, Chapter 5, Subchapter H on "Approval of Off-Campus and Out-of-District Instruction for Public Colleges and Universities" and Subchapter J on "Instructional Telecommunications."

1. Authority and General Information:

- A. This plan was approved by the Texas Tech University Board of Regents and the Texas Tech University Health Sciences Center Board of Regents on March 27, 1992, to become effective when and as approved by the Texas Higher Education Coordinating Board (THECB).
- B. All of Texas Tech's schools are authorized and encouraged to utilize telecommunications technology on campus, and off campus in conformance with the Texas Higher Education Coordinating Board Rules and Regulations, Chapter 5, Subchapter H on "Approval of Off-Campus and Out-of-District Instruction for Public Colleges and Universities" and Subchapter J on "Instructional Telecommunications." This plan establishes the University's policies for offering "off-campus" courses via telecommunications ("off campus" is defined in Subchapter H, Section 5.151, and subchapter J, Section 5.192). Courses to be offered by telecommunications for regular college credit must:
  - (1) Support a campus-based degree or certificate program;
  - (2) Utilize courses in the college or school's current course inventory (as approved by the Coordinating Board);
  - (3) Conform to the standards and conditions set forth in Subchapter J, Section 5.194; and
  - (4) Be delivered to the appropriate Executive Vice President and Provost for review and submission to the Coordinating Board for approval. Such submissions must include:

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- (a) The proposed delivery systems and sites, and all other applicable matters relating to offering the course - including specific details, where appropriate, as to how compliance with the policies set forth in this plan will be assured; and
- (b) The appropriate information on the "THECB `Y` Course Inventory Update Form" (Attachment 1) and the THECB Cost Estimate Form" (Attachment 2).

Telecommunications facilities will also be used for many activities that are exempt under Subchapters J and H, including noncredit continuing education courses, lecture programs, segments of regular on-campus courses, and/or other academic and educational programs which do not offer formal course credit. The telecommunications facilities will also be used for administrative functions and meetings, and for interactive clinical consultations for health care providers.

- C. Coordinating Board approval of proposals for offering instructional telecommunications will be subject to the appropriate regional higher education council approval for lower division courses and assurance that upper-level and graduate courses have been reviewed for duplication by any and all potentially affected public institutions of higher education and that no objection to their being offered is posed. Unless exempted by the provisions of Subchapter H, Section 5.151 and/or Subchapter J, Section 5.192, and provided they do not duplicate courses offered by higher education institutions located in the vicinity of the proposed reception site(s), courses offered via telecommunications may be delivered generally in the following geographic locations:

- (1) On the campuses of the Texas Tech University and the TTU Regional Centers in Amarillo and Junction, and the education facility and agricultural research farm near New Deal in Lubbock County;
- (2) On the campuses of the Texas Tech University Health Sciences Center Regional Academic Health Centers at Amarillo, El Paso and Odessa;
- (3) At sites, within commuting distance of Texas Tech that have been approved by the Coordinating Board as a convenience to commuter students who are enrolled in regular on-campus courses and are required to attend some class sessions on campus;

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- (4) On the campuses of other public and private institutions of higher education - in support of approved cooperative degree or certificate programs in effect between or among Texas Tech and such other institutions;
- (5) At hospitals that have affiliation agreements with Texas Tech; and
- (6) At other sites approved by the Coordinating Board, with the understanding that Texas Tech will provide the Coordinating Board with regional council approval for lower-division courses and/or assurance that upper-level and graduate courses have been reviewed for duplication by potentially affected institutions in the receiving area. (See Coordinating Board Rules and Regulations, Chapter 5, Subchapter H.)

2. Quality:

- A. The administrators and faculty of each school that originates instructional telecommunications shall include such courses in the usual academic review procedures applied to all of their course offerings - ensuring that the quality of their telecommunications courses is equal to or greater than the quality of their on-campus courses.
- B. All credit courses offered via telecommunications shall be taught by regular full-time faculty unless prior approval has been given by the appropriate chairperson and dean, and the appropriate Executive Vice President and Provost. Examples of exceptions that might be requested include the use of distinguished visiting faculty, adjunct faculty, specialists, and other individuals with appropriate or unique expertise. This faculty restriction does not preclude the use of guest lecturers for individual segments within a course.
- C. All courses subject to the provisions of both Subchapter H and Subchapter J must include print materials and live interaction sessions with the instructor of record. At a minimum, this interaction must include:
  - (1) An orientation session, or sessions, at the beginning of the course;

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- (2) Additional, periodic, scheduled, individual or group sessions between or among the students and the instructor of record; and
    - (3) Student access to the instructor-of-record, by telephone or other means, for advice and/or consultation.
  - D. All credit courses offered off campus by this University shall be adequately supported with library resources and other learning resource materials. In many off-campus settings, the host organizations will have the responsibility for meeting this need. All of this University's credit-course students will be given equal access to on-campus facilities.
  - E. No more than one-third of the semester-credit-hour requirements for an individual student's degree or certificate program may be earned through courses offered via telecommunications - unless a different plan is approved by the appropriate Executive Vice President and Provost, the President, the Board of Regents, and the Coordinating Board.
3. Delivery System:
- A. Texas Tech's schools are authorized to deliver credit courses via telecommunications as follows:
    - (1) Delivery systems may include, but are not limited to, such communications devices as radio and television broadcasts, "wired" cable systems, "wireless" cable systems (such as ITFS and MDS), microwave, satellites, telephone lines, audio and/or video tape and laser disks, and computer disks. The specific system(s) being utilized at any given time will be listed in the applicable addendum (addenda). Each delivery system requires a one-time prior approval by the Coordinating Board.
    - (2) Reception sites, other than homes and those sites and/or instruction recognized as "on campus" by Subchapter H, Section 5.151 (a) and (b), must be approved in advance by the appropriate Executive Vice President and Provost, and the Commissioner of Higher Education.



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- B. When the delivery mechanism utilizes point-to-point, interactive, two-way video and two-way audio, or two-way audio and one-way video, or some other interactive, telecommunications link-up between the origination site and fixed-point, classroom-type receive sites, to deliver credit courses, each receive site must be identified by name, address and zip code when requesting approval of the course offering.

4. Course Inventory:

- A. School requests for teaching courses via telecommunications will include a "Y" form (Attachment 1) listing all information requested for all courses to be offered at that site (i.e., each reception site, other than homes, requires a separate "Y" form). Prior approval of lower division courses, provided in writing by the appropriate regional higher education council chairperson(s), must be attached to the request. For upper division courses, if the course is to be offered in the area generally claimed by another institution, the encroachment issue must be addressed, i.e., a statement is required indicating that affected area institutions have been contacted and that they pose no objections to the courses being offered in their territory.
- B. Requests for teaching courses via telecommunications also must affirm that the courses to be offered are appropriate for teaching by telecommunications, and in compliance with Coordinating Board Rules and Regulations.

5. Costs and Income:

- A. School requests for teaching courses via telecommunications must include, on the "Costs Estimate Form," estimates of additional costs to the University which would result from their approval. The amounts and sources of the funding/income to cover such costs also must be identified.
- B. Within the text of each request, there must be an explanation of the costs and funding/income that have been listed on the "Costs Estimate Form."



6. Instructional Telecommunications Proposals:

All school proposals for offering credit courses via telecommunications will be submitted to the appropriate regional higher education council(s), and - upon approval - will be combined and submitted to the Coordinating Board by the appropriate Executive Vice President and Provost, as an addendum to this plan. All proposals will be submitted in a timely manner in compliance with higher education council(s) and Coordinating Board rules and regulations.

The initial Texas Tech University instructional telecommunications proposals being submitted under this plan are designated as follows:

Addendum A: Texas Tech University

Future modifications or expansion of authority initiatives will request change to the applicable addendum (addenda).

Addendum A

Board Minutes  
March 27, 1992  
Attachment No. M8, pg. 7  
Item M94

TEXAS TECH UNIVERSITY  
INSTRUCTIONAL TELECOMMUNICATIONS PROPOSALS  
FOR  
SPRING 1992

Subject to approval by the Texas Higher Education Coordinating Board, Texas Tech University will offer three courses via telecommunications in the spring of 1992. They are:

EDIT 5301 - Selection, Evaluation, and Acquisition of Instructional Materials;

EDIT 5318 - Introduction to Computers in Education; and

EDHE 5323 - Development and Finance in Higher Education.

EDIT 5301 and 5318 will be taught by regular full-time faculty, and EDHE 5323 will be taught by an adjunct (unpaid) assistant professor (Ed.D.), who holds an administrative staff position and regularly teaches graduate higher education courses on this University's main campus.

These three graduate courses are very appropriate for teaching via telecommunications. They have been reviewed for duplication by potentially affected institutions in the receiving areas, and there is no possibility of such duplication. All three courses support this University's master's and doctor's degree programs, and EDIT 5301 also supports the Learning Resources Endorsement.

These three courses will be taught via the Texas Tech University Health Science Center (TTUHSC) Tech Link system. This system provides two-way, digital, audio and video communications between the TTUHSC main campus in Lubbock and each of the TTUHSC Regional Academic Health Centers (RAHC) - in Amarillo, El Paso and Odessa. The four fixed-sites are:

TTUHSC (Rm. 4A100)  
3601 4th St.  
Lubbock, TX 79430

RAHC (Rm. C27)  
1400 Wallace Blvd.  
Amarillo, TX 79106

RAHC (Auditorium B)  
4800 Alberta Ave.  
El Paso, TX 79905

RAHC (Yellow Conference Room)  
800 W. 4th St.  
Odessa, TX 79763

The instructor of record of each course will include instruction, orientation, advisement and consultation for students - as appropriate - in the live, interactive sessions via the TTUHSC Tech Link system. In addition, the instructor will designate specific telephone office hours for additional interaction with students. Other contact (via telephone, mail, campus visit(s), etc.) between each student and the instructor will be encouraged when and as appropriate.

The charges for utilizing the TTUHSC Tech Link system will be covered by the special course fee paid by each student enrolled in one of these three courses. This fee is \$30.00 per credit hour - and has been approved by the University's Board of Regents. Should enrollment be less than needed to generate sufficient funds to cover these "delivery" costs, the remainder will be charged to the appropriate college/school (in this case: the College of Education) Cost of Education Fund - or, the courses(s) will be cancelled. Whenever appropriate, a student's employer will be encouraged to pay the special course fee(s) and/or underwrite any short fall in the payment of course delivery costs.



(1) INSTITUTION: Texas Tech University  
Two-way Audio and Video X

MEDIUM: TV \_\_\_\_\_ Audio/Radio \_\_\_\_\_ Computer \_\_\_\_\_  
Two-way Audio and Video X \_\_\_\_\_

MEDIUM: TV \_\_\_\_\_ Audio/Radio \_\_\_\_\_ Computer \_\_\_\_\_

Reception Mode: Broadcast \_\_\_\_\_ Interactive X \_\_\_\_\_

**(2) FICE Code:**

0	0	3	6	4	4
---	---	---	---	---	---

(3) ACADEMIC YEAR: 19

Other (Specify) TTUISC Tech Link telephone-line system

(4) Zip Code:


(S) Site Code:

✱	

[illegible]

Board Minutes  
March 27, 1992  
Attachment No. M8,pg.1  
Item M94



## REQUEST FOR AUTHORITY FOR INSTRUCTIONAL TELECOMMUNIC

Board Minutes  
March 27, 1992  
Attach. No. M8, pg.1  
Item M94

COSTS ESTIMATE FORM

## I. COSTS

<u>Category</u>	<u>Estimated Cost</u>
Acquisition Costs	_____
Distribution Costs ***	<u>\$8,775</u>
Personnel*	_____
Faculty	_____
Administrative	_____
Support (Secretarial, etc.)	_____
Student Support Services	_____
Equipment and Facilities	_____
Maintenance and Operation	_____
Supplies and Materials	_____
Other (specify)	_____
TOTAL:	<u>\$8,775</u>

\* Include cost of faculty and an estimate of the pro-rated cost of administrative and support personnel directly involved in instructional telecommunications activity.

## II. INCOME:

<u>Category</u>	<u>Estimated Income</u>
State Appropriations	_____
Local Funds **	<u>\$8,775</u>
Other State Funding **	_____
Reallocation of Existing Funds **	_____
Federal Funds **	_____
Other Funding **	_____
TOTAL:	<u>\$8,775</u>

\*\* Specify source(s): See Page #2 of Addendum A

THECB, January, 1991

\*\*\* The TTUHSC Tech Link charges are as follows: \$45/hr. with one receive site; \$15/hr additional for each additional receive site. Two courses utilizing three receive sites: \$75/hr. x 45 hours = \$3,375 x 2 courses = \$6,750. One course utilizing one receive site: \$45/hr. x 45 hours = \$2,025.

Addendum A



Visitation Hours Policy for Residence Halls

1. The Board of Regents has set the following hours for visitation:

- a. Maximum visitation hours guidelines for students living in Residence Halls ~~Coleman Hall~~ are:

~~Maximum hours~~  
~~Sunday through Thursday 12 noon - 12 midnight~~  
~~Friday and Saturday 12 noon - 1:00 a.m.~~

Sunday through Thursday 11:00 a.m. - 1:00 a.m.  
Friday and Saturday 11:00 a.m. - 1:30 a.m.

- b. Maximum visitation hours guidelines for students living in Doak Hall and Gaston Hall are:

Sunday through Thursday 11:00 a.m. - 2:00 a.m.  
Friday and Saturday 24 hours

- c. Maximum visitation hours guidelines for students living in Gordon Hall and Gaston Apartments are:

Sunday through Saturday 24 hours

- d. Maximum visitation hours guidelines for students living in all other residence halls are:

Sunday through Thursday 12 noon - 12 midnight  
Friday and Saturday 12 noon - 1:00 a.m.

2. Visitation hours for each individual hall will be selected by the Hall Councils subject to:

- a. Visitation may extend no more than the hours specified in (1)(a), (1)(b), ~~(1)(e)~~, (1)(c), or (1)(d).
- b. Visitation hours may be split into segments on any one day.
- c. Visitation will not be implemented if the Hall Council votes against it.



Faculty Development Leaves

Approve faculty development leave with salary for Dr. Edward W. Averill, Department of Philosophy, from September 1, 1992 to January 15, 1993, to write essays on the philosophical problems connected with color. Taken together these essays form the nucleus of a theory of color which will be used to develop a book-length project. This will involve rewriting many of the arguments to bring out their interconnections, answering objections and developing new material.

Approve faculty development leave with salary for Professor Thomas E. Baker, School of Law, from September 1, 1992 to January 15, 1993, in conjunction with a Fulbright Award received from the School of Law, University of Athens, Athens, Greece to lecture and do research. A survey course on the American Constitutional Law will be taught and the legal system and culture of Greece will be studied.

Approve faculty development leave with salary for Dr. Peter I. Barta, Department of Classical and Modern Languages and Literatures, from January 15, 1993 to May 31, 1993, to complete research and compile materials for a scholarly book to be entitled *Phantoms of Superfluous Men in Russian Literature*. Leave will be taken as a visiting research fellow at the University of California-Berkeley, enabling usage of the library and research facilities.

Approve faculty development leave with salary for Professor Jane O. Burns, Area of Accounting, College of Business Administration, from September 1, 1992 to January 15, 1993, for the purpose of conducting basic research on ethical sensitivity among tax practitioners and how supervisory actions influence tax practitioners in ethical decision making. Time would be allowed for taking a leadership role in this type of tax research and would allow for updating research skills, which is essential to meet the increasing demand of academic journals.

Approve faculty development leave with salary for Dr. Paul Carlson, Department of History, from September 1, 1992, to January 15, 1993, for the purpose of completing research and writing a book manuscript on the economic and ecological history of the Plains Indians. A large block of time to travel to finish the research, especially the reservation field work and the oral interviews is needed.

Approve faculty development leave with salary for Professor William R. Casto, School of Law, from September 1, 1992 to January 15, 1993, for the purpose of travelling to collections and working on the manuscript of a book on the early history of the Supreme Court of the United States. Travel to Columbia University, Princeton University, Rutgers University and William Paterson College to review their collections is anticipated.

Approve faculty development leave with salary for Dr. Purnendu K. Dasgupta, Department of Chemistry and Biochemistry, from September 1, 1992 to January 15, 1993, for the purpose of making in-depth visits to certain European atmospheric research laboratories and begin work on an analytical chemistry text. New science, time in the laboratory and important research contacts in Europe in the area of environmental monitoring will be developed.

Approve faculty development leave with salary for Dr. Edward V. George, Department of Classical and Modern Languages and Literatures, from January 15, 1993 to May 31, 1993, for the purpose of completing the first third of a book *Juan Luis Vives: A Literary Biography*. This will be a study of Vives' achievements from the perspective of a close examination of the literary qualities of his writings.

Approve faculty development leave with salary for Dr. Ulrich Goebel, Department of Classical and Modern Languages and Literatures, from September 1, 1992 to January 15, 1993, in order to collaborate with an associate in developing procedures that will allow processing hidden information in the Early New High German Dictionary in a way that will make this information readily available to the user.

Approve faculty development leave with salary for Dr. Nancy Hickerson, Department of Anthropology, from September 1, 1992 to January 15, 1993, to complete an ongoing study of the Jumano and Kiowa, of the South Plains. Completion of the remaining work on Jumano ethnohistory and a transition to the recent ethnogenesis of a people believed to be the cultural descendants of the Jumanos.

Approve faculty development leave with salary for Dr. Osamu Ishihara, Department of Electrical Engineering, from September 1, 1992 to January 15, 1993, to carry out research of theoretical aspects of the novel applications of wave-particle interaction in plasmas. Research will be carried out in collaboration with an associate at the Yokohama National University, Yokohama, Japan.

Approve faculty development leave with salary for Dr. Lee Little Soldier, College of Education, from January 15, 1993 to May 31, 1993, to travel to Vietnam to study Early Childhood Education and compare it with practices in the United States. The result will be the production of papers to be presented at national meetings and manuscripts for possible publication.

Approve faculty development leave with salary for Dr. Roland Menzel, Department of Physics, from September 1, 1992 to January 15, 1993, to write a book on applications of laser spectroscopy. The book will be suitable as a graduate text for special topics courses on the subject.

Approve faculty development leave with salary for Dr. Harley Oberhelman, Department of Classical and Modern Languages and Literatures, from January 15, 1993 to May 31, 1993, to prepare an accurate monograph on the subject of the presence of Ernest Hemingway in the short fiction of the 1982 Nobel writer, Gabriel Garcia Marquez. The project will serve as a corollary to the previous published research.

Approve faculty development leave with salary for Dr. Mark Peterson, Area of Management, College of Business Administration, from September 1, 1992 to January 15, 1993, to conduct international management research and to develop materials and resources for future funded, publishable research building upon prior research in the area. Leave will be taken at The Wharton School of Business at the University of Pennsylvania.

Approve faculty development leave with salary for Dr. Ronald Rainger, Department of History, from January 15, 1993 to May 31, 1993, in order to pursue archival research on a unique, interdisciplinary program in biology and paleontology that developed at the University of Chicago and the Field Museum of Natural History in 1945-65. Research could lead to publication of articles and a book on the subject.

Approve faculty development leave with salary for Dr. Idris Traylor, Department of History, from January 15, 1993 to May 31, 1993, in order to complete research and make substantial progress in writing a book in the field of Russian history. The book will involve writing the history of the Yusupov family, a very significant family in the development of Russia through its contributions in diplomacy, the military, politics and culture.

Approve faculty development leave with half salary for Dr. John F. Walkup, Department of Electrical Engineering, from September 1, 1992 to May 31, 1993, to perform research on accuracy limitations of optical signal processors and applications of statistical optics at NASA Ames Research Center and Stanford University.

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (12/1/91 - 2/29/92)

Page 1

NO	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	BOARD RATIFICATION: -----				
	CURRENT RESTRICTED FUNDS -----				
ME1795	Bucy - Particle Physics	\$ 0	\$ 165,000	\$ 165,000	Establish new account from J. Fred Bucy & Odetta Greer Bucy Endowment for Physics
	SUBTOTAL, CURRENT RESTRICTED FUNDS	\$ 0	\$ 165,000	\$ 165,000	
	TOTAL BOARD RATIFICATION	\$ 0	\$ 165,000	\$ 165,000	
	SALARY INCREASES OF 10% OR MORE PER ANNUUM - FY 1992	CURRENT SALARY	NEW SALARY	% INCREASE	
	Aspi Jimmy Havewala Research Assistant Business Administration	16,656	19,200	15.27	Salary Adjustment
	Hutian Wu Research Assistant Business Administration	19,584	22,800	16.42	Salary Adjustment

Texas Tech University

Holiday Schedule for 1992-93

<u>1992</u>	<u>Day of Week</u>	<u>Holiday</u>
September 7	Monday	Labor Day
November 26	Thursday	Thanksgiving Day
November 27	Friday	Thanksgiving Holiday
December 24	Thursday	Christmas Holiday
December 25	Friday	Christmas Day
December 28	Monday	Christmas Holiday
December 29	Tuesday	Christmas Holiday
December 30	Wednesday	Christmas Holiday
December 31	Thursday	Christmas Holiday
 <u>1993</u>		
January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King Day
March 18	Thursday	Spring Break
March 19	Friday	Spring Break
May 31	Monday	Memorial Day

2 Days for Thanksgiving  
7 Days for Christmas/New Year's  
2 Days for Spring Break

## PROVOST REPORT

March 27, 1992

Thank you very much Mr. Chairman. I'd like to focus my remarks in three areas this morning. First, I will provide you some numbers that you requested in the committee meeting yesterday. Second, I will review the present status of admissions for the fall of next year and, finally, update you on our actions regarding budget planning.

First, the numbers regarding the Summer Academy. Last summer 78 students out of 201 eligible opted to take the course at no charge. So far there are 115 students who have indicated they will attend during the summer of 1992. The number of those students who will enroll in the Academy for a fee of \$125 is unknown. We are estimating approximately 60 students will attend.

Another questions you asked had to do with the percent of faculty tenured and promoted who were female or minority. Thirty-one individuals received tenure, of those, 7 or 22.5% were women. The representation of women in the total faculty population is 21%, so that promotions were in proportion to that representation. Two individuals, or 6 1/2% of those tenured were Hispanic. The representation of Hispanics in the total faculty is 2.3%. Two of the individuals, or 6 1/2% were Black. The representation of Blacks on the faculty is .8%.

While I am dealing with numbers, I thought I might review with you as I do each year the percentage of faculty tenured in the various colleges. The numbers I will be giving you are ratios of the number ratios expressed as a percentage of the number of tenured faculty per full-time FTE.

Agricultural Sciences	53%
Architecture	40%
Arts and Sciences	43%
Business Administration	40%
Education	54%
Engineering	57%
Home Economics	36%
Law	65%

Now a brief update on admissions to the Fall semester 1992. At present, applications are down 6% for entering freshman from high school and down 9% overall. A portion of this reduction is no doubt due to the \$25 application fee. Admissions for the Fall are down 2% for high school graduates and 2% overall compared to this same time last year. To date, 3939 students have been admitted compared to 4034 at the same time last year, a

difference of 95 students. The average SAT of those admitted to date is 974. This is approximately 14 points higher than at the same time last year. The following data provide rank and class information.

- 992 or 25% of entering freshman were in the top 10% of their class.
- 1379 or 34% were in the next 15%, which means 2371 or 60% were in the top quarter of their high school graduating class.
- 1327 or 33% were in the second quarter, so that 93% of the entering freshman admitted to date were in the top half of their graduating class.

Finally, I'd like to address the budget cuts I discussed with you at your last meeting. As you know, we have been told to expect a cut in funding for next year and another cut of potentially greater magnitude for the next biennium. The Coordinating Board has passed a resolution which we hope is not reality asking universities to be prepared for an additional 10% cut in the next biennium. We are working in two ways to address the problem so that we can adjust to the funding constraints. First, to address the more immediate cut, I have received from each dean, vice president and associate vice president an indication of how they would reduce their budget by 5% and the impact the cuts would have on the operation of their area. I have a meeting to discuss these recommendations with President Lawless on Monday. Second, I have requested and received from the deans a prioritization of academic programs within their colleges to aid in decisions regarding program elimination, reduction or restructuring. We should be able to come to you with a final short-range plan and a preliminary long-range plan at your meeting in May. I want to close by assuring you that we are doing everything we can to adjust to a difficult situation while maintaining quality academic programs at Texas Tech which is our primary concern. We'll do our best to keep you informed. At this time I will be happy to respond to any questions.



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TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Teaching Appointments  
December 1, 1991 to March 1, 1992

1.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
McSpadden, Isabel G. Visiting Assistant Professor	Classical and Modern Languages and Literature	1/16/92-5/31/92
Moore, Kay S. Visiting Assistant Professor	Economics	1/16/92-5/31/92
Schake, Lowell M. Professor and Chairperson	Animal Science	6/1/92-8/31/92
Wigmans, Marius E. Bucy Professor	Physics	1/1/92-5/31/92
Winter, Jimmy D. Associate Professor	Range and Wildlife Management	1/16/92-5/31/92

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Teaching Retirements,  
Resignations and/or Terminations  
December 1, 1991 to March 1, 1992

2.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Abbe, Donald R. Assistant Professor	History	5/31/92
Dahl, Billie E. Professor	Range and Wildlife Management	2/7/92
Edgar, J. Hadley Professor	Law	1/15/92
Lin, Rong-Chang Associate Professor	Petroleum Engineering	5/31/92
McClendon, Wendell E. Assistant Professor	Classical and Modern Languages and Literature	2/14/92
Morgan, Harmon L. Associate Professor	Mass Communications	5/31/92
Shin, Kyung W. Associate Professor	Music	1/15/92
Walker, Donald R. Visiting Assistant Professor	History	5/31/92
Walling, Derald D. Professor	Mathematics	5/31/92

TEXAS TECH UNIVERSITY

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

3. DECEMBER 1, 1991 THROUGH FEBRUARY 29, 1992

Project Activity	Amount	Source of Funds
High Voltage Space Power Research Revised Budget: \$930,311	\$ 460,000	Defense Nuclear Agency
Graduate Assistance in Areas of National Need Revised Budget: \$100,845	\$ 60,845	U. S. Department of Education
Texas Academic Skills Program	\$ 106,196	Texas Higher Education Coordinating Board
Advanced Research Program	\$1,500,227	Texas Higher Education Coordinating Board
Advanced Technology Program	\$1,338,032	Texas Higher Education Coordinating Board
FY 92 Community Service Grant	\$ 358,782	Corporation for Public Broadcasting
TOTAL	<u>\$3,824,082</u>	

Texas Tech University  
Report of Official Travel  
Cumulative by Fiscal Quarter  
Fiscal Year 1992

4.

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

	This Year Quarter <u>I</u>	Last Year Quarter <u>I</u>
(a) Commercial Airfare	\$ 220,503.86	\$ 243,931.74
(b) Personal Auto Mileage	40,944.09	42,223.77
(c) Automobile Rental	33,775.16	33,638.43
(d) Per diem (In-State)	92,505.36	116,642.65
(e) Meals and Lodging (Out-of-State)	137,287.21	172,528.24
(f) All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	<u>167,420.70</u>	<u>212,746.78</u>
Sub-Total	\$ <u>692,436.38</u>	\$ <u>821,711.61</u>
(g) Intercollegiate Athletic Team Travel	<u>269,189.58</u>	<u>310,150.79</u>
Totals	\$ <u><u>961,625.96</u></u>	\$ <u><u>1,131,862.40</u></u>

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

	Percent of Total Travel Cost			
	<u>In-State</u>	<u>Out-of- State</u>	<u>Out-of- Country</u>	<u>Total</u>
(a) To present an original research paper	2.39	6.69	1.64	10.72
(b) Required for research project	2.10	1.14	.99	4.23
(c) Attendance at profes- sional meeting, workshop, conference, seminar, etc.	30.30	38.69	3.80	72.79
(d) To perform official business and duties	5.66	4.21		9.87
(e) Multi-purpose meeting/ paper	<u>.71</u>	<u>.72</u>	<u>.96</u>	<u>2.39</u>
Totals	<u><u>41.16</u></u>	<u><u>51.45</u></u>	<u><u>7.39</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 (1672) for the purposes shown in Section II and for Quarter I.

- (a) In-State : Amarillo (56), Austin (195), Corpus Christi (11), Dallas/Fort Worth (242), El Paso (31), Houston (82), Midland/Odessa (13), San Antonio (61), West Texas Area (140), Others (250).
- (b) Out-of-State : Albuquerque (19), Chicago (19), Los Angeles (5), New Orleans (8), New York (6), San Francisco (16), Washington, D.C. (43), Others (442).
- (c) Out-of-Country: San Juan, Puerto Rico (2); Toronto, Canada (1); London, England (1); Tokyo, Japan (1); Montreal, Canada (2); Chihuahua, Mexico (1); Kaiserslautern, Germany (1); ST. Johns New Foundland, Canada (2); Vancouver, Canada (5); Cambridge, England (2); Orebro, Sweden (2); Watford, United Kingdom (1); Moscow, Soviet Union (1); Stuttgart, Germany (1); Banff Alberta, Canada (1); Juarez, Mexico (1); Amsterdam, Netherlands (1); Guanajuato, Mexico (1); Pfalzakademie, Germany (1); Waterloo Ontario, Canada (1); Gatwick, England (1); Puebla, Mexico (1); Guadalajara, Mexico (1); Quito, Ecuador(1).

Texas Tech Ex-Students Association - Agreement

5. a. The following agreement with Texas Tech Ex-Students Association is entered for informational purposes. Execution of this agreement was authorized in the Minutes of December 6, 1991, meeting, Item M37.

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

This agreement is made this 6th day of December, 1991, between Texas Tech University, Lubbock, Lubbock County, Texas, hereinafter named UNIVERSITY, and the Texas Tech Ex-Students Association hereinafter named ASSOCIATION.

Whereas the UNIVERSITY and the ASSOCIATION provide certain services and benefits to each other, and whereas the UNIVERSITY and the ASSOCIATION work together to promote the teaching, research, and professional/public service activities of the UNIVERSITY, both parties to enumerate below such services and benefits.

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

The Board of Directors of the ASSOCIATION and the Board of Regents of the UNIVERSITY must assure that the activities of the ASSOCIATION are consistent with the UNIVERSITY'S objectives, goals, and priorities at all times. In order to enhance communication between the ASSOCIATION and the UNIVERSITY, the ASSOCIATION shall appoint at least one non-voting member to its governing board from the UNIVERSITY staff, with such member to be designated by the President.

In order to abide by the requirements of S.B. 772 and H.B. 622 as passed by the 68th Legislature R.S., 1983, the ASSOCIATION will provide the UNIVERSITY'S Office of Development a copy of its constitution/charter, current by-laws, a list of names and addresses of the members of the governing board, and officers of the organization. In addition, a list of employees of the UNIVERSITY participating in the activities of the ASSOCIATION shall be submitted to the Office of Development annually, with special notation should an officer or employee of the UNIVERSITY be appointed or elected to a position as an officer or director of the ASSOCIATION.



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

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

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

Other specific provisions appropriate for this particular support organization:

- a. The ASSOCIATION will maintain and make available to the UNIVERSITY, as mutually agreed to by the parties, selected records and statistical information about the UNIVERSITY'S ex-students. It will encourage the establishment of scholarships, loan funds, endowment and other gifts. The ASSOCIATION will also assist in the recruitment program for students, faculty, and other personnel.
- b. The UNIVERSITY will provide the ASSOCIATION office space in the former President's home. Also, it will provide funds for clerical and secretarial personnel and operating funds not to exceed the total amount of \$223,180 for the year 1991-92. Employees of the ASSOCIATION shall be eligible for participation in any of the group insurance programs of the UNIVERSITY at the expense of the employee and the ASSOCIATION.

- c. The UNIVERSITY will provide the ASSOCIATION office space in the former President's home and the following listed furniture and equipment:

Folding machine, PD Electric 24844 Inventory #90093

This agreement shall begin on the 6th day of December, 1991, and shall continue for an indefinite period; however, either party hereto may terminate this agreement by giving 180 days notice to the other party. At the termination of this agreement, the two parties will mutually agree upon the disposition of all gift funds and property, if any, which have been acquired since the execution of this agreement with such gifts being retained either by the ASSOCIATION or transferred to the UNIVERSITY.

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Chairman, Board of Directors  
Texas Tech Ex-Students Association

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Chairman, Board of Regents  
Texas Tech University

5. Alta Health Strategies, Inc., - Medical Claims Administration  
b. The following contract with Alta Health Strategies, Inc., for medical claims administration is entered for informational purposes. Execution of this contract was authorized in the Minutes of October 4, 1991, Item M18.



**TEXAS TECH UNIVERSITY**

Office of the Vice President for Fiscal Affairs

Box 42016  
Lubbock, TX 79409-2016  
(806) 742-2196

December 5, 1991

Mr. Jeff Newland  
Alta Health Strategies, Inc.  
222 West Las Colinas Blvd.  
Suite 1360  
Irving, TX 75039

Dear Jeff:

Per our telephone conversation, enclosed is an agreement to renew the Alta Health Strategies contract for 9/1/91 - 8/31/92 with the following changes to the fee exhibits:

Administrative Services Agreement:

1. This agreement does provide the Alta Interact report as a standard feature without an additional charge.
2. Alta must send a detailed bill monthly to the Plan Sponsor for payment of fees. The Plan Sponsor will submit a check to Alta by the 20th of the month following the invoiced month.
3. The basic monthly fee will be reviewed after the graduate student census is submitted for revision downward of both per employee per month charge and the utilization percentage.

Health Care Management Services Agreement:

1. We do not elect the feature of Item I.D. Audit of Hospital Bills.
2. We would like to discontinue the podiatric pre-certification feature.
3. Alta must submit a detailed monthly bill to the Plan Sponsor for payments of fees. The Plan Sponsor will submit a check to Alta by the 20th of the month following the invoiced month.

Please sign and return the enclosed copy.

Sincerely,

Don E. Cosby  
Vice President for Fiscal Affairs

Approved: \_\_\_\_\_  
Robert W. Lawless, President  
Texas Tech University

\_\_\_\_\_  
Jeff Newland, Senior Vice President  
Alta Health Strategies

FEE EXHIBIT TO

## ADMINISTRATIVE SERVICES AGREEMENT

September 1, 1991 to August 31, 1992

The fees payable to ALTA for the services rendered under the Agreement to which this Fee Exhibit is attached shall be as follows:

### I. AMOUNT OF FEE.

#### A. INITIAL FEE.

An initial one-time fee of \$ N/A payable on or before \_\_\_\_\_.

#### B. BASE MONTHLY FEE.

The following monthly fee \$8.29 per employee per month, plus \$8.32 per claim over 90% utilization, adjusted quarterly.

#### C. FEE FOR PROCESSING OF RUN-OFF CLAIMS.

For processing claims after the Agreement's termination date (but only if requested or provided in the Services Exhibit), the following monthly fee: N/A

\_\_\_\_\_; subject to a minimum monthly fee of \$ N/A

#### D. ADDITIONAL FEES.

##### Supplies

Claim forms & ID Cards will be at cost to produce, plus shipping and handling.

##### Special Reports

Special requested reports will be at cost, plus shipping and handling.

##### COBRA Administration (No Change)

\$4.00/enrollee, \$4.00/monthly invoice, \$4.00/disqualification.

#### E. INCREASE IN NON-CONTROLLABLE COSTS.

Increases in the rate of any non-controllable cost (as hereafter defined) beyond that in effect as of the date of this Agreement or its most recent renewal shall be borne by the Plan. "Non-controllable cost" means any expense ALTA incurs which is directly attributable to ALTA's performance under this Agreement and which is beyond the reasonable control of ALTA, e.g., postage rates.

### II. PAYMENT OF FEES.

**HEALTH CARE MANAGEMENT SERVICES AGREEMENT** September 1, 1991 to August 31, 1992

The fees payable to ALTA for the services rendered under the Agreement to which this Fee Exhibit is attached shall be those described below (as indicated by the initials of ALTA and the Plan Sponsor or Administrator). ALTA shall be obligated to perform only those services described on the Services Exhibit for which a fee is provided below. In calculating the fees based on the number of Covered Employees, a Covered Employee includes each covered active employee and any other person covered by the Plan in his or her own right (such as former employees or others electing COBRA continuation coverage) and not by reason of his or her status as a dependent or spouse of a current or former employee.

**I. SERVICES AND FEES.**

Initials

**A. HEALTH CARE MANAGEMENT**X/X

Comprehensive Inpatient Management  
Managed Second Opinion  
Catastrophic Case Management  
Helpline  
Retrospective Review

\$ N/A per Covered Employee per month

**B. HEALTH CARE MANAGEMENT PLUS**X/X

H.C.M. plus negotiation of surgeon's fee for inpatient care

\$ N/A per Covered Employee per month

**C. HEALTH CARE MANAGEMENT COMPREHENSIVE**

H.C.M.P. services, ambulatory pre-certification, and specialized management for alternative levels of care.

Home Health Care Precertification yes

Hospice Precertification yes

Extended Care Facility Precertification yes

Podiatry Precertification N/A

Chiropractic Precertification yes

MaterniHealth

• High Risk Maternity N/A

• Short Stay Maternity N/A

\$ 2.51 per Covered Employee per month

**D. AUDIT OF HOSPITAL BILLS**X/X

\$ --- per Covered Employee per month or 3 % of hospital bill plus travel/audit fee/photocopy fee

**E. Ambulatory Behavioral Management Program**X/X

\$ N/A per Covered Employee per month

**F. Geriatric Case Management**X/X

Medicare recipients not part of HCM Comprehensive \$ N/A per Covered Employee per month

**G. Claims Review**X/X

Preauthorization, predetermination, and review of claims without options A, B, or C above \$ N/A per Covered Employee per month

**H. Dental Management**X/X

Preauthorization of Dental Services and predetermination of dental fees

\$ N/A per covered employee per month

- I. **Disability Care Management Program** X / X  
 Workers' Compensation N/A  
 • Initial medical evaluation (per case rate) \$ N/A  
 • Initial vocational evaluation (per case rate) \$ N/A  
 • Ongoing medical/vocational case management (hourly) R.N. \$ N/A  
 M.D. \$ N/A  
 Short Term Disability N/A  
 • Initial medical evaluation (per case rate) \$ N/A  
 • Initial vocational evaluation (per case rate) \$ N/A  
 • Ongoing medical/vocational case management (hourly) R.N. \$ N/A  
 M.D. \$ N/A  
 Long Term Disability N/A  
 • Initial medical evaluation (per case rate) \$ N/A  
 • Initial vocational evaluation (per case rate) \$ N/A  
 • Ongoing medical/vocational case management (hourly) R.N. \$ N/A  
 M.D. \$ N/A  
 Disability Claims Review N/A  
 (per case rate) \$ N/A
- J. **Set-Up Fees** X / X  
 \$ N/A, plus actual printing costs for employee communication packets.
- K. **Other Fees** X / X  
N/A

## II. PAYMENT OF FEES.

~~The monthly fees provided for above shall be payable on or before the fifteenth day of each month for which they are incurred, based upon the number of Covered Employees as of the last day of the preceding month. Payment shall be accompanied by a report indicating the total number of Covered Employees, and the number of Covered Employees with family and/or dependent coverage, as of the end of the preceding month. ALTA shall have the right to inspect the Plan's books and records relating to Covered Employees during normal business hours and upon 48 hours advance written notice to verify such reports. If the Plan maintains an account over which ALTA or an affiliate has withdrawal authority to pay Plan benefits, ALTA is authorized to deduct its monthly fees from such account as soon as the Plan enrollment as of the end of the prior month has been determined (which shall be no later than the fifteenth day of the following month). Interest shall accrue on the amount of past due fees at the annual rate of 18% or any such lesser maximum legally permissible rate.~~

Alta shall submit a detailed bill each month to the Plan Sponsor for fees due. The Plan Sponsor will submit a check to Alta by the 20th day of the month following the invoiced month.

5. Bob Jordan Amusement Co., Inc., - Electronic Game Machines and Service  
c. The following contract No. MU882 with Bob Jordan Amusement Co., Inc., for electronic game machines and service to the University Center is entered for informational purposes. Execution of this contract was authorized in the Minutes of December 6, 1991, meeting, Item M52.

Contract No. MU882

C O N T R A C T

LOCATION AGREEMENT

TEXAS TECH UNIVERSITY

and

Bob Jordan Amusement Co., Inc.

THIS AGREEMENT, to be effective the first day of January, 1992, between Texas Tech University, hereinafter called "University", and Bob Jordan Amusement Co., Inc., hereinafter called "Contractor."

**WITNESSETH:**

That University desires to enter into an agreement with Contractor for coin-operated game machines to be located in the University Center Games Room on the Texas Tech campus.

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

1. The University will receive fifty percent (50%) of gross revenue from the machines, less taxes, refunds, and license fees due the State of Texas and any agreed to amount as stipulated under abuse, theft, and abnormal wear to the machines.

2. Maintenance and Service of the machines will be handled in the following described manner:

The hours for service will be from 8:00 A.M. through 5:30 P.M. Monday through Friday. Within these hours, one (1) daily service call will be made to repair all machines which are not fully operational. All machines on location are to be completely cleaned and serviced weekly during the full school year and every two (2) weeks during the summer. Normal wear and tear will be repaired at Contractor's expense. Abuse, theft and abnormal usage will be paid for from the University's share of the proceeds. Itemized bills will be furnished.

3. Game machines will be added or removed with prior mutual agreement of the two parties. Contractor agrees to provide a minimum of thirty-five (35) machines, including one (1) compact disc jukebox, one (1) air-hockey, and two (2) coin-operated pool tables. The University reserves the right to specify any and all games to be set on this location. The Contractor also agrees to place at the location one (1) bill changer capable of changing one- of five-dollar bills to quarters at no charge to the university. The Contractor will maintain and repair the



change machine as necessary. The university will fill the machine with change and maintain an adequate amount of change in the machine to serve our customers. The contractor will provide the university with a key for the change compartment of the machine.

4. Any machines on location that are over twelve (12) months past their release date must be there with the consent of the University. Otherwise these games must be replaced with more current machines.

5. The number of times that the income will be collected and counted will be at the discretion of the University.

6. The University will provide adequate electrical energy for the game machines at no cost to the Contractor.

7. The Contractor will be liable for the actions of its employees and provide the University with insurance certificates showing adequate liability insurance coverage.

8. All coin boxes must be locked and the Contractor will have the only keys.

9. All Contractor's employees with access to machines located in the University Center must be bonded.

10. Each time employees of the Contractor enter the Games Room for service, machine removal, or addition they must sign in on a log at the service desk. The arrival time, departure time, date and machines repaired, added, or taken should be shown, as well as the signature of Contractor's employee.

11. The Contractor shall execute a performance bond issued by a surety company authorized to do business in this state in the amount of \$6,000, payable to the State, and conditioned on the faithful performance of the obligations, agreements and covenants of the agreement.

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

13. The University shall have access and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

14. The period of this contract will be from January 1, 1992, through December 31, 1995, with the option to renew for one additional year, upon mutual agreement of both parties. The University has the option to terminate the agreement with sixty (60) days prior notice if the service is not satisfactory to the University or if the Contractor fails to comply with the foregoing stipulations.

15. This contract is not transferrable or assignable except upon written approval of the University.

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

BOB JORDAN AMUSEMENT CO., INC.

TEXAS TECH UNIVERSITY

~~Bob Jordan~~ \_\_\_\_\_

Date: 1/8/92

By: \_\_\_\_\_  
Robert W. Lawless, President

Date: 1/14/92

REVIEWED FOR FISCAL IMPLICATIONS

By: \_\_\_\_\_  
Don E. Cosby, Vice President  
for Fiscal Affairs

Date: 1-13-92

REVIEWED FOR FORM

By: \_\_\_\_\_  
Pat Campbell, Vice President  
and General Counsel

Date: 1-13-92

Software AG of North America, Inc. - Computer Software

d. The following Contract No. MU888 with Software AG of North America, Inc., for software license agreement and technical services agreement is entered for informational purposes. Execution of this contract was authorized in the Minutes of January 24, 1992, meeting, Item M74.



**PRODUCT AND SERVICES ORDER**  
(not to be used for consulting services)

**Order #**

**License #** 35

**Price Group #**

Hardware #

This Product and Services Order is a part of Software License and Technical Services Agreement (Agreement) between Software AG of North America, Inc. (Software AG), and Texas Tech University

(Licensee), dated 10/31/91

Installation Address:

Contact Person	<u>Mr. <del>XXXXXXXXXX</del> Steve Taylor</u>
Street	<u><del>XXXXX HHHH</del> Computer Center</u>
	<u><del>1500 XXXX University</del> 6th at Boston</u>
City	<u>Lubbock</u> <del>806</del> 806/742- <del>3649</del> 3629
State	<u>TX</u> Zip <u>79409</u>

Billing Address:	Contact Person	Dr. Thomas G. Newman, Assoc. V.P.	
	Street	Office of the Provost	
		P.O. Box 42019	
	City	Lubbock	County
	State	TX	Zip 79409-2019 Phone 806/742-2285

Technical Services			
Billing Address:	Contact Person	<u>Dr. Thomas G. Newman</u>	
	Street	<u>Office of the Provost</u>	
		<u>P.O. Box 42019</u>	
	City	<u>Lubbock</u>	County _____
	State	<u>TX</u>	Zip <u>79409-2019</u> Phone <u>806/742-2285</u>

Restrictions: (If none, please indicate) Please refer to attached Addendum

[illegible]



# SOFTWARE LICENSE AGREEMENT AND TECHNICAL SERVICES AGREEMENT

Agreement is made by and between Software AG of North America, Inc. (SOFTWARE AG), a Virginia corporation, having its principal office at 11,190 Sunrise Valley Drive, Reston, Virginia 22091, and  
Texas Tech University

\_\_\_\_\_, (Licensee),  
having its principal office at Drane Hall  
15th & University  
Lubbock, TX 79409

SOFTWARE AG, together with its affiliated organizations, is the manufacturer and supplier, worldwide, of proprietary software products.

In consideration of the mutual promises herein, the parties agree:

## 1. DEFINITIONS.

For purposes of this Agreement, the following terms are defined:

- 1.1 "CPU" — a single serial numbered computer located at a specific Licensee designated location.
- 1.2 "Documentation" — any human-readable program listings, flow charts, logic diagrams, any computer aided instructional programs, input and output forms, manuals, specifications, instructions, and other materials, and any copies of any of the foregoing, in any medium, related to the Product and provided by SOFTWARE AG.
- 1.3 "Installation" — the placing of Product on a Licensee's CPU(s) by SOFTWARE AG personnel or by Licensee.
- 1.4 "Product" — each computer program listed on a Product and Services Order to this Agreement (whether such Product and Services Order is executed concurrent with or subsequent to this Agreement), and each copy, translation, update, or modification of all or any part of Product, (including any of the foregoing merged into other SOFTWARE AG software) in any medium, delivered to Licensee by SOFTWARE AG.
- 1.5 "Program Concepts" — the techniques and ideas embodied and expressed in Product.
- 1.6 "Technical Services" — defined in Section 7.
- 1.7 "Use" — to load, transmit, execute, store or display Product.

## 2. GRANT OF LICENSE.

2.1 In consideration of the license fee(s) set forth in the attached Product and Services Order(s), SOFTWARE AG grants to Licensee a nontransferable and nonexclusive license to use Product solely in the conduct of Licensee's internal business and only on the designated CPU and operating system as indicated on the Product and Services

Order to this Agreement. In the event Licensee is a governmental entity, only those departments or agencies listed in the Product and Services Order shall have the right to use the Product. Governmental departments or agencies not listed must have a separate license. Subject to the terms and conditions hereinafter, Licensee is licensed to use Product only at those location(s) and on those CPU(s) designated by Licensee in the Product and Services Order(s). Except as provided in Section 2.3, use of Product on other CPU(s) or at other locations requires additional licenses and fees. Product shall only be used by Licensee's employees, agents or contractors. Use by any other entity or individual requires written authorization by SOFTWARE AG.

2.2 Licensee agrees to use Product only under the operating system(s) and CPU(s) specified in the Product and Services Order(s) and agrees to pay any additional fee(s) for operating system and/or CPU upgrade specified in the SOFTWARE AG then current Price Schedule. Licensee shall notify SOFTWARE AG at least thirty (30) days prior to such proposed change. If upgrade occurs during the initial term of Technical Services furnished without additional cost in connection with license of Product, Licensee shall be entitled to receive continued Technical Services regarding the upgrade, without additional cost, only during the remainder of the initial term. Licensee acknowledges that by virtue of this Agreement, Licensee acquires only the right to use Product while this Agreement is in effect and does not acquire any rights of ownership in Product. SOFTWARE AG shall retain title to and all intellectual property rights including, without limitation, patent, trademark, copyright and trade secrets, regarding Product, Documentation, and Program Concepts.

2.3 Licensee may permanently move Product to another Licensee location within the United States or its possessions which replaces the designated location only upon the prior written approval of SOFTWARE AG. If the designated CPU becomes temporarily inoperative, the license may be extended to another computer location in the United States or its possessions for a period not to exceed thirty (30) days (unless a written extension is obtained from SOFTWARE AG), at which time all Product(s) will be returned to the designated CPU.

2.4 Licensee shall not have the right under this Agreement to use Product in connection with the sale or leasing of computer services or for development of software products for sale, lease, or otherwise, or to process data on behalf of other entities or individuals. Should Licensee wish to use Product(s) to conduct external business via timesharing or to incorporate in whole or in part any Product into a product designed and/or licensed by Licensee, a separate license with SOFTWARE AG is required.

## 3. NON-TRANSFER OF LICENSE.

The license granted Licensee hereunder is restricted exclusively to Licensee and may not be assigned, sublicensed, sold, encumbered, or otherwise transferred including by consolidation, merger, or acquisition of Licensee with or by another entity. Should

any subsidiary or affiliate of Licensee wish to use the Product, a separate License Agreement and payment of additional license fee(s) are required. Licensee shall immediately notify SOFTWARE AG in writing of any attempt of attachment, levy, or execution upon or against the Product and/or any of the related licensed properties.

#### 4. PAYMENT.

4.1 SOFTWARE AG will invoice Licensee for the Product(s) within fifteen (15) days of the later of: (1) execution of this Agreement; or (2) installation of Product. Where Product(s) is to be installed by Licensee, invoicing will occur within fifteen (15) days of shipment of Product. Licensee agrees to pay SOFTWARE AG for all Products within thirty (30) days from the date of invoice. Overdue amounts shall bear interest at the lesser of an annual rate of prime plus 5% determined at the time such amount becomes overdue or the maximum rate allowed by law.

4.2 If any license fee(s) owed by Licensee hereunder shall remain unpaid for sixty (60) days following the date upon which that payment is due, Licensee shall be deemed in default under this Agreement, and this license will be terminated. In addition, any remaining license fee(s) shall then become due and payable. Upon written notification of termination, Licensee shall return to SOFTWARE AG the Product and all Documentation within ten (10) days. Licensee agrees to reimburse SOFTWARE AG for any and all collection related expenses, including reasonable attorney fees.

#### 5. TAXES.

Prices for Products and/or Services do not include taxes. If SOFTWARE AG is required to pay any sales or other taxes (whether federal, state or local) imposed with respect to this Agreement, such taxes shall be billed to and paid by Licensee. \*

#### 6. INSTALLATION.

6.1 SOFTWARE AG agrees to install the initial Product(s) at Licensee's designated location within forty-five (45) days of SOFTWARE AG executing this Agreement. If Licensee cannot schedule such installation, Licensee shall be responsible for installation of the Product(s). Installation of Product by SOFTWARE AG shall include a demonstration of Product features and functions using the SOFTWARE AG standard demonstration procedure upon Licensee's computer system. The Product is deemed accepted upon installation or upon receipt of Product(s) to be installed by Licensee.

6.2 In the event Licensee orders a copy or multiple copies of the Product with the initial Product order, the first copy shall be installed by SOFTWARE AG; all other copies shall be installed by Licensee.

6.3 All Product(s) and copies ordered subsequent to the initial order, upgrades, updates and system modifications, and all future releases of Product(s), as defined in Section 7.1, shall be installed by Licensee. Installation assistance is available at SOFTWARE AG then current rates.

#### 7. TECHNICAL SERVICES AND FEES.

7.1 Upon Licensee's request, SOFTWARE AG agrees to provide during the term of this Agreement the following Technical Services at the designated location(s):

- System Updates — To supply subsequent modifications of Product to operate under new releases of the computer manufacturer's operating system specified in the Product and Services Order(s);

- System Versions — To supply updated versions of Product which encompass corrections of the Product;
- System Modification (SM) — To supply periodic solutions to known system errors and which are grouped into a SM. It is the responsibility of Licensee to install any SM as soon as reasonably possible;
- Documentation — To supply all updates of Documentation.

In addition, SOFTWARE AG agrees to make reasonable efforts to correct any Product system errors arising in a current version of Product, but does not warrant that all errors will be corrected.

7.2 Licensee agrees to pay SOFTWARE AG for these Technical Services within thirty (30) days of invoicing and in accordance with then current SOFTWARE AG Technical Services rates. Overdue amounts shall bear interest at the lesser of an annual rate of prime plus 5% determined at the time such amount becomes overdue or the maximum rate allowed by law. This Technical Services Agreement shall automatically renew annually upon the Product installation/receipt anniversary date unless the Licensee is in default or notice of termination or nonrenewal has otherwise been given.

7.3 Licensee may elect not to avail itself of the Technical Services if Licensee notifies SOFTWARE AG in writing at least thirty (30) days prior to the commencement or renewal of any Technical Services Agreement. Should Licensee terminate Technical Services during a term, all fees for the entire twelve-month term shall be deemed immediately due and payable.

7.4 Should Licensee elect to resume Technical Services, following termination or nonrenewal of a Technical Services Agreement, Licensee shall pay:

A reinstatement fee equal to one year's Technical Services fees at the current rate and Technical Services fees for the current year payable at the time of reinstatement. Should Licensee request reinstatement or additional training services, fees will be charged in accordance with the SOFTWARE AG then current rates.

7.5 SOFTWARE AG agrees that it will respond to Licensee's request for Technical Services within a reasonable time considering all of the circumstances at the time of the request, including the nature of the service required. Notwithstanding the foregoing, Licensee specifically agrees that if the error in the system or problem in the use thereof is determined by SOFTWARE AG to be solely of user origin, Licensee will reimburse SOFTWARE AG for all time, materials, and expenses based upon then current SOFTWARE AG rates.

7.6 SOFTWARE AG agrees to notify Licensee in writing at least ninety (90) days prior to removal of a version of Product from current status. At the end of the ninety (90) day period, SOFTWARE AG will no longer be responsible to support such Product.

#### 8. CONFIDENTIALITY.

8.1 The following mutual obligations of confidentiality shall survive any termination of this Agreement.

8.2 SOFTWARE AG Information — Licensee agrees that Product, together with all Documentation, Program Concepts, and knowledge related thereto obtained by Licensee, including proprietary

\*Licensee is a tax exempt state agency and cannot pay or reimburse for sales or other taxes.



information and trade secrets of SOFTWARE AG, shall be used only as required to exercise the license granted by this Agreement and shall be held in confidence and shall not be made available in any form to any person or entity other than Licensee without the express written consent of SOFTWARE AG. Notwithstanding the foregoing, SOFTWARE AG agrees that Licensee shall be permitted to disclose relevant aspects of Product, Documentation, Program Concepts, and knowledge related thereto to its employees and its agents to the extent that such disclosure is reasonably necessary to Licensee's use of Product, provided that Licensee shall take all reasonable steps to ensure that Product is not disclosed or duplicated in contravention of this Agreement. Licensee shall immediately notify SOFTWARE AG in writing of any attempt of attachment, levy, or execution upon or against the Product and/or any of the related licensed properties of SOFTWARE AG.

8.3 Agreement — Licensee further agrees not to discuss or reveal the terms of this Agreement with anyone other than: (1) Licensee's employees who require knowledge of such terms in the ordinary course and scope of their employment; and (2) Licensee's agents, underwriters and their counsel, consultants, legal counsel, and accountants whose duties require such disclosure or to the extent that such disclosure is reasonably necessary to Licensee's permitted use of Product. Subject to the Open Records Law of the State of Texas.

8.4 Licensee's Information — During the installation and support of Product, SOFTWARE AG employees and agents may be exposed to Licensee's proprietary and confidential information. SOFTWARE AG agrees that its employees and agents will not use or disclose to third parties such proprietary or confidential information provided Licensee clearly and previously identifies in writing such information to SOFTWARE AG.

However, this obligation shall not apply to information which: (1) is readily available to the general public; (2) was known by SOFTWARE AG before execution of this Agreement; or (3) was obtained or acquired by SOFTWARE AG in good faith and not accompanied by an obligation of secrecy from a third party who has the same in good faith and is not under any confidentiality obligation to Licensee in respect thereto.

#### 9. RESTRICTION REGARDING COPYING PRODUCT, RELATED MATERIALS AND DOCUMENTATION.

9.1 Licensee agrees that it will not copy (or aid or permit others to copy) or in any way duplicate Product in whole or in part except as expressly authorized by this Agreement. Licensee shall not reverse assemble or decompile the Product, in whole or in part, or otherwise attempt to create or generate any source code or source code version of any portion of the Product. Documentation and other printed materials (either copyrighted or non-copyrighted) provided hereunder, including training materials (either copyrighted or non-copyrighted) cannot be copied by the Licensee without the express written consent of SOFTWARE AG. Additional copies can be ordered on a separate Products and Services Order at SOFTWARE AG current rates.

9.2 SOFTWARE AG hereby expressly authorizes Licensee to copy for its own use, for archive or emergency restart purposes, or to replace worn copy, machine readable or printed portions of Product. However, no more than three (3) printed copies of the then current Product may exist under this License at any time without prior written consent of SOFTWARE AG. The original and any copies, in whole or in part, shall be and remain the exclusive property of SOFTWARE AG.

#### 10. MATERIALS DEVELOPED BY SOFTWARE AG.

Licensee agrees that all training and procedural materials developed by SOFTWARE AG pertaining to installation shall remain the exclusive property of SOFTWARE AG. Licensee further agrees that additions and supplements to Product which may be developed for Licensee through the reimbursed or unreimbursed efforts of SOFTWARE AG employees, agents, or contractors, whether or not in conjunction with Licensee's employees or agents, shall remain the exclusive property of SOFTWARE AG. SOFTWARE AG hereby agrees that Licensee shall have the right, at no additional cost, to use in its own operations such training and procedural materials and such additions or supplements to Product developed in conjunction with or for Licensee.

#### 11. LIMITED WARRANTY.

11.1 SOFTWARE AG warrants to Licensee that Product will conform to the Documentation for Product as furnished Licensee by SOFTWARE AG. This warranty shall remain in effect for one (1) year from the date of installation or receipt of Product in the case of Product(s) installed by Licensee. In addition, this warranty shall be null and void unless the Product:

- (a) has been strictly maintained since installation or Licensee's receipt in accordance with SOFTWARE AG standards and specifications;
- (b) has been properly used by Licensee; and
- (c) has not been modified.

11.2 SOFTWARE AG sole responsibility under this warranty shall be either to correct or replace the Product at its option.

11.3 LICENSEE HEREBY EXPRESSLY AGREES THAT THE FOREGOING EXPRESS WARRANTY IS THE ONLY WARRANTY BY SOFTWARE AG WITH RESPECT TO THE PRODUCT. NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY SOFTWARE AG.

#### 12. LIMITATION OF LIABILITY/DAMAGES.

SOFTWARE AG LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES ARISING OUT OF LICENSEE'S USE OF PRODUCT, EXCEPT THOSE ARISING FROM PATENT OR COPYRIGHT INFRINGEMENT AS PROVIDED HEREINAFTER, SHALL BE LIMITED TO LICENSEE'S DIRECT DAMAGES, AND, IN ANY EVENT, SHALL NOT EXCEED THE AMOUNT OF PAYMENTS MADE BY LICENSEE TO SOFTWARE AG PURSUANT TO THIS AGREEMENT. LICENSEE FURTHER AGREES THAT SOFTWARE AG SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY LICENSEE OR OTHER PERSON AS A RESULT OF LICENSEE'S MISUSE OF PRODUCT EVEN IF SOFTWARE AG HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOFTWARE AG SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY CLAIM OR DEMAND BY OR AGAINST LICENSEE, EXCEPT REGARDING PATENT OR COPYRIGHT INFRINGEMENT AS PROVIDED HEREINAFTER. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATION IS ENTIRELY INDEPENDENT OF THE PRODUCT CORRECTION/REPLACEMENT REMEDY IN SECTION 11.2 OF THIS AGREEMENT.



### 13. PATENT OR COPYRIGHT INFRINGEMENT.

If any alleged infringement of patent or copyright is asserted against Licensee based upon its use of Product, SOFTWARE AG will indemnify Licensee in investigation of such claims, in preparation and defense against such claims, or in settlement thereof, provided that SOFTWARE AG shall have received from Licensee notice of said claim within ten (10) days of the assertion thereof; and further provided that SOFTWARE AG shall have the exclusive right, if it so chooses, to control and direct the investigation, defense, or settlement of such claims; and further provided that SOFTWARE AG shall receive the complete cooperation and assistance of Licensee. In the event an infringement is determined or, if required by settlement, SOFTWARE AG may substitute for the Product and Documentation substantially equivalent programs and documentation. If Licensee has modified the Product, Licensee shall reimburse SOFTWARE AG for any and all costs associated with its investigation and defense of said claim.

### 14. ARBITRATION.

Notwithstanding anything herein to the contrary, any dispute or controversy between the parties arising out of or relating to this Agreement in the amount of \$500,000 or less shall be determined by arbitration in ~~Washington, D.C.~~ in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator(s) shall be final and conclusive. The prevailing party shall be entitled as part of the arbitration award to the reasonable costs and expenses (including attorney fees) of the investigating, preparing and pursuing of such claim or defense, and the party enforcing an award shall be entitled to reasonable costs and expenses (including attorney fees) incurred in connection therewith.

\*Lubbock, Lubbock County, Texas

### 15. ACCESS TO PRODUCT SOURCE CODE.

15.1 For those portions of Product not provided to Licensee in source code form, SOFTWARE AG has deposited with a third party Product source code and full Documentation to facilitate maintenance, modification, or correction of Product. The Custodial Agreement for Product delineates the conditions under which Licensee shall have access to this Product source code. A copy of the Custodial Agreement is available upon Licensee's request.

15.2 SOFTWARE AG reserves the right to change the third party with which Product source code has been deposited, providing Licensee has been given ninety (90) days advance written notice.

### 16. BREACH OF AGREEMENT BY LICENSEE.

In the event Licensee fails to comply with any of the provisions of this Agreement, SOFTWARE AG will inform Licensee of the breach of Agreement and provide a description thereof. If Licensee fails to remedy the breach of Agreement within sixty (60) days from the date of notice, SOFTWARE AG, in addition to other remedies at law or in equity, may terminate this Agreement, whereupon Licensee shall immediately discontinue all use of Product and return to SOFTWARE AG the Product and all related materials within ten (10) days of termination.

### 17. SEVERABILITY.

If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

### 18. APPLICABLE LAW.

This Agreement shall be construed and enforced according to the laws of the ~~Commonwealth of Virginia~~ State of Texas.

### 19. NOTICE.

19.1 All notices or communications given or sent to either party, except emergency request for services, must be made by Certified Mail:

For Licensee: At Licensee's principal office or as noted on the Product and Services Order(s)

For SOFTWARE AG: Software AG of North America, Inc.  
11190 Sunrise Valley Drive  
Reston, Virginia 22091

Attn: Contracts Administration

19.2 Either party shall promptly notify the other in writing as to any change in address. Any such notice or communication will be deemed to have been given on the date upon which the notice is deposited with the United States Postal Service.

### 20. FORCE MAJEURE.

Neither party shall be responsible to the other for non-performance, default or delay in performance of the terms and conditions herein due to, but not limited to, acts of God, acts of government, wars, riots, strikes, fire, theft, accidents in transportation, material shortages or other causes beyond the reasonable control of such party. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt notice thereof to the other party and, when the cause ceases to exist, shall give prompt notice thereof to the other party.

### 21. MISCELLANEOUS.

21.1 This Agreement, including any attachments hereto, constitutes the complete Agreement between the parties and supersedes all previous communications, representations, or agreements, either written or oral, with respect to the subject matter hereof. The Product and Services Order(s) hereto is incorporated by reference.

21.2 Licensee authorizes SOFTWARE AG to use its name in any advertising of the Product(s) provided SOFTWARE AG has furnished Licensee a copy of such advertisement at least ten (10) days prior to such proposed use.

21.3 Licensee publications in which the Product(s) is implicitly or explicitly mentioned shall include acknowledgement that the Product "is a proprietary software product licensed by SOFTWARE AG OF NORTH AMERICA, INC." In addition, Licensee agrees to provide SOFTWARE AG a copy of any proposed publication at least ten (10) days prior to publication.

21.4 SOFTWARE AG reserves the right to assign any and/or all payments under this Agreement to a third party.

21.5 NO MODIFICATION OR AMENDMENT OF THIS AGREEMENT WILL BE BINDING ON EITHER PARTY UNLESS EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVE.

21.6 THIS AGREEMENT SHALL BE EFFECTIVE ONLY UPON EXECUTION BY AN AUTHORIZED OFFICER OF SOFTWARE AG.

Notwithstanding the provisions contained herein, the Parties recognize that Licensee is an agency of the State of Texas governed by the laws and Constitution of Texas and therefore Licensee may not act contrary to such laws, Constitution, rules and regulations..

Licensee Texas Tech University

SOFTWARE AG OF NORTH AMERICA, INC.

By: \_\_\_\_\_  
Robert W. Lawless  
Name: \_\_\_\_\_  
President  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: **CHERYL E. EASTLUND**  
**Controller**  
Title: \_\_\_\_\_  
Date: 12/31/91

5. Joe D. McKay, A.I.A., Architect - Addition to Dan Law Field Grandstand Facilities  
e. The following contract No. 92-1003 with Joe D. McKay, A.I.A., Architect, for professional services on the addition to Dan Law Field Grandstand Facilities is entered for informational purposes. Execution of this contract was authorized in the Minutes of October 4, 1991, meeting, Item M22.

ARCHITECTURAL SERVICES

Contract No. 92-1003  
Account Number: 3702-42-1461

AGREEMENT

made this the 30th day of January in the year Nineteen Hundred Ninety Two

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Don E. Cosby, Vice President for Fiscal Affairs, and Joe D. McKay, A.I.A., Architect, 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:

Dan Law Field Grandstand Facilities (FP&C 91-22)

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 tests, 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.

Page 3 - Architectural Services - Percent

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. The Architect's consultants shall provide complete support of the Architect's Basic Services including site visitations during Project Administration and checking shop drawings.

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:

Joe D. McKay, A.I.A., Architect

7008 Salem Avenue, Suite 100

Lubbock, Texas 79424

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: Don E. Cosby, Vice President  
for Fiscal Affairs

Date: 2-3-92

By: \_\_\_\_\_

Date: 2-6-92

McLarty Smith Architects - University Center Coronado Room Renovation

5. f. The following contract No. 92-1004 with McLarty Smith Architects for professional services on the University Center Coronado Room renovation is entered for informational purposes. Execution of this contract was authorized in the Minutes of December 6, 1991, meeting, Item M56.

ARCHITECTURAL SERVICES

Contract No. 92-1004  
Account Number: 3702-42-1463

AGREEMENT

made this the 30th day of January in the year Nineteen Hundred Ninety Two

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Don E. Cosby, Vice President for Fiscal Affairs, and McLarty Smith Architects, 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:

UC Coronado Room Renovation (FP&C 91-26)

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 tests, 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.

Page 3 - Architectural Services - Percent

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.

Page 4 - Architectural Services - Percent

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%

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. The Architect's consultants shall provide complete support of the Architect's Basic Services including site visitations during Project Administration and checking shop drawings.

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:

McLary Smith Architects

1919 Broadway

Lubbock, Texas 79401



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

ARCHITECT  
MCLARTY SMITH ARCHITECTS

By Don E. Cosby, Vice President  
for Fiscal Affairs

By: \_\_\_\_\_

Date: 2-3-92

Date: 2/5/92



SUMMARY  
January, 1992

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	
January, 1992	300	\$277,804.63	58	\$186,055.00	3	\$14,701.28	\$478,560.91
January, 1991	347	\$265,200.74	34	\$5,062.67	0	\$0.00	\$270,263.41
CUMULATIVE:							
September 1, 1991 Through							
January 31, 1992	3617	\$1,399,505.56	356	\$846,027.98	20	\$195,791.09	\$2,441,324.63
September 1, 1990 Through							
January 31, 1991	2588	\$1,540,509.18	174	\$249,507.43	20	\$59,110.70	\$1,849,127.31

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

Texas Tech University  
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT  
January, 1992

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	0	20,705.00
2. Academic Divisions	92,305.00	429,559.67
3. Faculty Development	0	0
4. Research	84,160.00	367,285.00
5 a. Friends of the Library	0	1,391.50
b. KTXT-TV	7,595.50	52,878.75
c. Ex-Students Association	1,802.50	33,998.00
d. Southwest Collection	0	2,430.00
e. Museum	263.15	795.00
f. Ranching Heritage Center	87.58	1,461.27
g. Red Raider Club	100.00	100.00
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	1,125.00	2,225.00
6. Student Financial Aid	82,950.90	338,237.62
7. Other Purposes	3,445.00	64,136.09
8. Matching Gifts	3,970.00	84,322.66
9 a. Endowment Chairs	0	0
b. Endowed Professorships	450.00	53,699.00
c. Endowed Scholarships	134,480.00	707,223.98
d. Endowed Programs	51,125.00	85,105.00
10a. GIK Equipment	0	20,115.60
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	0
e. GIK Other	14,701.28	175,655.49
<u>SUBTOTAL:</u>	\$478,560.91	\$2,441,324.63
11. Rents, Interest, Dividends, etc.	6,976.85	102,535.67
<u>TOTAL:</u>	\$485,537.76	\$2,543,860.30

MONTHLY AND CUMULATIVE  
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University  
Prepared February 5, 1992

January  
Month

1991-92  
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	\$4,862.50	150,833.53	71,018.68
B. Trusts & Bequests	0.00	200.00	25.00
Sub Total	\$4,862.50	\$151,033.53	\$71,043.68
2. NON-ALUMNI INDIVIDUALS			
A. General	\$78,144.23	\$791,416.54	\$607,430.62
B. Trusts & Bequests	54,455.00	117,505.00	25,521.65
Sub Total	\$132,599.23	\$908,921.54	\$632,952.27
3. CORPORATIONS			
A. Grants	\$82,442.18	\$493,013.70	\$515,125.36
B. Matching Gifts	1,150.00	11,925.00	12,565.00
Sub Total	\$83,592.18	\$504,938.70	\$527,690.36
4. FOUNDATIONS			
A. Grants	\$230,256.00	\$582,710.70	\$569,214.00
B. Matching Gifts	2,740.00	72,317.66	43,714.00
Sub Total	\$232,996.00	\$655,028.36	\$612,928.00
5. OTHER	\$24,511.00	\$221,402.50	\$4,513.00
GRAND TOTAL ALL RECEIPTS	\$478,560.91	\$2,441,324.63	\$1,849,127.31

SUMMARY  
January, 1992

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	
January, 1992	223	\$43,570.00	36	\$57,240.00	0	\$0.00	\$100,810.00
January, 1991	322	\$89,823.53	42	\$9,108.45	0	\$0.00	\$98,931.98

CUMULATIVE:

September 1, 1991 Through January 31, 1992	2012	\$574,097.87	455	\$598,860.33	0	\$0.00	\$1,172,958.20
September 1, 1990 Through January 31, 1991	1595	\$836,116.78	288	\$335,367.17	0	\$0.00	\$1,171,483.95

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

Texas Tech University Foundation  
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT  
January, 1992

Board Minutes  
March 27, 1992  
Page 41

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	0	3,000.00
2. Academic Divisions	11,773.50	192,201.17
3. Faculty Development	0	0
4. Research	0	100.00
5 a. Friends of the Library	340.00	5,045.00
b. KTXT-TV	0	250.00
c. Ex-Students Association	0	2,000.00
d. Southwest Collection	0	0
e. Museum	0	0
f. Ranching Heritage Center	0	0
g. Red Raider Club	0	265.00
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	15,580.00	103,198.00
6. Student Financial Aid	7,776.67	122,472.59
7. Other Purposes	1,629.83	89,976.11
8. Matching Gifts	6,470.00	55,590.00
9 a. Endowment Chairs	0	100,000.00
b. Endowed Professorships	0	57,250.00
c. Endowed Scholarships	56,490.00	435,970.33
d. Endowed Programs	750.00	5,640.00
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>	 \$100,810.00	 \$1,172,958.20
 11. Rents, Interest, Dividends, etc.	 9,222.66	 122,462.39
 <u>TOTAL:</u>	 \$110,032.66	 \$1,295,420.59

MONTHLY AND CUMULATIVE  
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University Foundation

Prepared February 5, 1992

January  
Month

1991-92  
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	\$4,640.00	\$78,690.00	\$94,970.53
B. Trusts & Bequests	0.00	600.00	0.00
Sub Total	\$4,640.00	\$79,290.00	\$94,970.53
2. NON-ALUMNI INDIVIDUALS			
A. General	\$33,780.00	\$601,158.85	\$431,537.09
B. Trusts & Bequests	460.00	15,685.00	22,500.00
Sub Total	\$34,240.00	\$616,843.85	\$454,037.09
3. CORPORATIONS			
A. Grants	\$26,960.00	\$293,158.61	\$361,199.83
B. Matching Gifts	3,355.00	17,827.00	8,260.00
Sub Total	\$30,315.00	\$310,985.61	\$369,459.83
4. FOUNDATIONS			
A. Grants	\$25,000.00	\$69,423.00	\$232,108.00
B. Matching Gifts	3,115.00	37,763.00	20,908.50
Sub Total	\$28,115.00	\$107,186.00	\$253,016.50
5. OTHER	\$3,500.00	\$58,652.74	\$0.00
GRAND TOTAL ALL RECEIPTS	\$100,810.00	\$1,172,958.20	\$1,171,483.95

SUMMARY  
January, 1992

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
January, 1992	523	\$321,374.63	94	\$243,295.00	3	\$14,701.28	620	\$579,370.91
January, 1991	669	\$355,024.27	76	\$14,171.12	0	\$0.00	745	\$369,195.39
CUMULATIVE:								
September 1, 1991 Through								
January 31, 1992	5629	\$1,973,603.43	811	\$1,444,888.31	20	\$195,791.09	6460	\$3,614,282.83
September 1, 1990 Through								
January 31, 1991	4183	\$2,376,625.96	462	\$584,874.60	20	\$59,110.70	4665	\$3,020,611.26

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



6. d.

SUMMARY  
January, 1992

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
January, 1992	577	\$334,959.63	173	\$255,326.83	3	\$14,701.28	753	\$604,987.74
January, 1991	700	\$376,579.85	124	\$21,250.29	0	\$0.00	824	\$397,830.14
CUMULATIVE:								
September 1, 1991 Through January 31, 1992	5839	\$2,077,111.66	1116	\$2,262,514.47	21	\$245,791.09	6976	\$4,585,417.22
September 1, 1990 Through January 31, 1991	4416	\$2,792,532.20	969	\$1,237,356.09	22	\$74,430.70	5407	\$4,104,318.99

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