MINUTES OF THE
BOARD MEETING

APRIL 27, 1970
Minutes of the Meeting of the Board of Regents of
Stephen F. Austin State University
held in Nacogdoches, Texas

The meeting was called to order by R. E. McGee, Chairman of the Board of Regents, at nine o'clock a.m. April 27, 1970.

PRESENT:

Members:

Mr. R. E. McGee of Houston
Mr. J. Harold Bates of Houston
Mrs. Lera Thomas of Houston
Mr. Douglas Bergman of Dallas
Mr. Walter Todd of Dallas
Mr. Roy Maness of Beaumont
Mr. Joe Bob Golden of Jasper
Mr. Sam Tanner of Longview
Mr. James I. Perkins of Rusk

Mr. C. G. Haas of Nacogdoches, Secretary

PRESENT:

Dr. R. W. Steen, President of the University
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Minutes of the Meeting of the Board of Regents of
Stephen F. Austin State University
held in Nacogdoches, Texas
April 27, 1970

VOLUME NO. 2

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Upon motion of Regent Maness, seconded by Regent Todd, with all Regents voting aye, it was ordered that the Minutes of the Special Called Meeting held on December 12, 1969, in Nacogdoches, Texas, be approved.

Upon motion of Regent Bates, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the existing officers of the Board be re-elected.

R. E. McGee, Chairman
Joe Bob Golden, Vice Chairman
C. G. Haas, Secretary

Upon motion of Regent Todd, seconded by Regent Thomas, with all Regents voting aye, it was ordered that R. W. Steen be elected President of Stephen F. Austin State University for the academic year 1970-71.

Upon motion of Regent Maness, seconded by Regent Bates, with all Regents voting aye, it was ordered that the Faculty and Staff as listed in the Supplement be elected for the academic year 1970-71, or for the period designated in the Supplement under separate cover.

Upon motion of Regent Todd, seconded by Regent Bates, with all Regents voting aye, it was ordered that the following individuals be employed for the positions, dates and salaries indicated:

1. Mrs. Patsy J. Spurrier, 35, M. A. (Stephen F. Austin State University), Instructor, part-time, of Home Economics at a salary rate of $1,875 for four and one-half months, effective January 26, 1970.

2. Mrs. Margaret D. Maxwell, 53, M. A. (Fordham University), Instructor of School Services, part-time, at a salary rate of $1,200 for four and one-half months, effective January 26, 1970.

3. Dr. Robert Lewis Jones, 35, Ph. D. (University of Texas), Associate Professor of Psychology at a salary rate of $13,000 for nine months, effective January 26, 1970.

4. Mr. Harry Miller Solomon, 26, M. A. (Duke University; Ph. D. expected by Fall 1970). With the Ph.D., rank will be Assistant Professor of English and salary will be $10,500 for nine months; without the Ph.D. rank will be Instructor of English and salary will be $9,500 for nine months, effective Fall Semester 1970.
5. Dr. John D. Whitt, 56, Ph.D. (University of Mississippi), Associate Professor of General Business at a salary rate of $12,500 for nine months, effective Fall Semester 1970.

6. Dr. Valentine John Belfiglio, 35, Ph.D. (University of Oklahoma), Assistant Professor of Political Science at a salary rate of $10,500 for nine months, effective Fall Semester 1970.

7. Miss Mary E. Davis, 29, M.A. (University of Kentucky, Ph.D. expected by Fall 1970), Assistant Professor of Modern Languages; with the Ph.D., salary will be $10,500 and without the Ph.D. salary will be $9,500 for nine months, effective Fall Semester 1970.

8. Dr. Wayne Earl Johnson, 37, Ph.D. (University of Denver), Associate Professor of Political Science at a salary rate of $13,000 for nine months, effective Fall Semester 1970.

9. Mrs. Marina M. Nickerson, 33, B.A. (University of Oklahoma, Ph.D. expected by Fall 1970), Assistant Professor of Modern Languages at a salary of $10,500 with the Ph.D. or $9,500 without the Ph.D. for nine months, effective Fall Semester 1970.

10. Mrs. Bonnie L. Dauphine, 24, M.A. (Bowling Green University), Instructor of English at a salary rate of $7,750 for nine months, effective Fall Semester 1970.

11. Mr. John William Dahmus, 28, M.A. (Pennsylvania State University, Ph.D. expected by Fall 1970), with the Ph.D. rank will be Assistant Professor of History and salary will be $10,500 for nine months; without the Ph.D., rank will be Instructor and salary will be $9,500 for nine months, effective Fall Semester 1970.

12. Mr. Dewitt Samuel Chandler, 32, M.A. (University of Oregon, Ph.D. expected by Fall of 1970), Assistant Professor of History at a salary rate of $10,500 with the Ph.D. or $9,500 without the Ph.D. for nine months, effective Fall Semester 1970.

13. Mr. Hershel Clayton Reeves, 41, M.A. (University of Kentucky; Ph.D. expected by Fall 1970), with the Ph.D. rank will be Associate Professor of Forestry and Geography; without the Ph.D., rank will be Assistant Professor of Forestry and Geography, at a salary rate of $12,000 for nine months, effective Fall Semester 1970.

14. Mr. Ed D. Roach, 28, M.B.A. (North Texas State University, Ph.D. expected by Fall 1970), with the Ph.D., rank will be Associate Professor and Acting Head of the Department of Management at a salary rate of $13,500 for nine months; without the Ph.D., rank will be Assistant Professor and Acting Head of the Department of Management at a salary rate of $11,500 for nine months, effective Fall Semester 1970.
15. Mr. Jere Langdon Jackson, 29, M. A. (George Washington University, Ph.D. expected by Fall 1970), Assistant Professor of History. With Ph.D., salary will be $10,500, without Ph.D., salary will be $9,500 for nine months, effective Fall Semester 1970.

16. Mr. David V. Smith, 48, Ph.D. (State University College of Forestry at Syracuse University), Associate Professor of Forestry at a salary rate of $11,500 for nine months, effective Fall Semester 1970.

17. Dr. Clarke Wayne Proctor, 28, Ph.D. (University of Houston), Assistant Professor of Mathematics, at a salary rate of $11,000 for nine months, effective Fall Semester 1970.

18. Mr. James Galen Dickson, Jr., 34, M. A. (North Texas State University; Ph.D. expected by Fall 1970), Assistant Professor of Political Science, with Ph.D., salary will be $11,000 for nine months; without Ph.D., salary will be $10,000 for nine months, effective Fall Semester 1970.

19. Miss Anna Mary Boudreaux, 35, M. A. (University of Southwestern Louisiana), Instructor of Modern Languages, at a salary rate of $7,500 for nine months, effective Fall Semester 1970.

20. Mr. Ray Rolston Hicks, Jr., 28, M. S. (University of Georgia, Ph.D. expected by Fall 1970), Assistant Professor of Forestry at a salary rate of $9,000 for nine months, effective Fall Semester 1970.

21. Mr. Euell Dwayne Key, 29, M.B.A. (Texas Tech University, Ph.D. expected by Fall 1970), Assistant Professor of Economics. With Ph.D., salary will be $11,500 for nine months; without Ph.D., salary will be $10,000 for nine months, effective Fall Semester 1970.

22. Dr. James L. Allen, Jr., 44, Ph.D. (University of Florida), Visiting Professor of English (part-time) at a salary rate of $7,000 for nine months, effective Fall Semester 1970.

23. Dr. Raymond Okley Steinhoff, 45, Ph.D. (Texas A&M University), Professor and Head of the Department of Geology, at a salary rate of $15,000 for nine months, effective Fall Semester 1970.

24. Dr. Sherrel C. Smith, 32, Ph.D. (University of Tennessee-Memphis), Assistant Professor of Chemistry at a salary rate of $10,500 for nine months, effective Fall Semester 1970.

25. Mr. Wayne Grey Slagle, 35, M. S. (Texas A&M University, Ph.D. expected by Fall 1970), Assistant Professor of Biology at a salary rate of $10,500 for nine months, effective Fall Semester 1970.

26. Dr. Earl Schuman, 51, Ph.D. (East Texas State University), Associate Professor of School Services (Speech Therapy), at a salary rate of $12,000 for nine months, effective Fall Semester 1970.
27. Dr. Cecil Dollar, Jr., 39, Ph.D. (Louisiana State University), Associate Professor of Accounting at a salary rate of $14,600 for nine months, effective Fall Semester 1970.

28. Mr. Clyde Everett Sheffield, 45, B.B.A. (Southern Methodist University), Instructor of Accounting (part-time), at a salary rate of $600 for three months, effective March 6, 1970.

29. Mrs. Eva Dunbar Bailey, 45, Strings Instructor (part-time), at a salary rate of $350 for four months, effective February 1, 1970.

70-34

Upon motion of Regent Perkins, seconded by Regent Golden, with all Regents voting aye, it was ordered that the following individuals be employed for the positions, dates and salaries indicated:

1. Dr. John C. English, 35, Ph.D. (Vanderbilt University), Assistant Professor of History at a salary rate of $1,750 for one and one-half months, effective July 10, 1970.

2. Dr. Cecil Dollar, Jr., 39, Ph.D. (Louisiana State University), Associate Professor of Accounting, at a salary rate of $2,133.33 for one and one-half months, effective July 10, 1970.

3. Dr. John D. Whitt, 56, Ph.D. (University of Mississippi), Associate Professor of General Business, at a salary rate of $2,083.33 for one and one-half months, effective July 10, 1970.

4. Mr. Ed Roach, 28, M.B.A. (North Texas State University, Ph.D. expected by date of appointment). With the Ph.D., rank will be Associate Professor and salary will be $2,250; without the Ph.D., rank will be Assistant Professor and salary will be $1,916.67 for one and one-half months, effective July 10, 1970.

5. Dr. David V. Smith, 48, Ph.D. (State University College of Forestry at Syracuse University), Associate Professor of Forestry at a salary rate of $1,833.33 for three months, effective June 1, 1970.

6. Dr. Elma Heard, 66, Ph.D. (University of Denver), Professor of English, at a salary rate of $2,166.67 for the second summer term, effective July 10, 1970. (Dr. Heard is a member of our regular faculty)

7. Mr. Robert Lane Verner, 32, M.A. (Southeastern State College), Assistant Professor of English, at a salary rate of $791.67 for the second summer term, effective July 10, 1970. (Mr. Verner is a member of our regular faculty)

8. Mr. J. M. Sullivan, 49, M.S. (University of Southern Mississippi), Instructor of Economics at a salary rate of $1,500 for the second summer term, effective July 10, 1970. (Mr. Sullivan is a member of our regular faculty)
70-35

Upon motion of Regent Bates, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the following resignations be accepted:

1. Mr. John F. Withey, Assistant Professor of English, effective January 19, 1970. Mr. Withey resigned to accept employment elsewhere.

2. Mrs. Annette S. Dawson, Instructor of Biology, effective May 31, 1970. Mrs. Dawson was employed on a one-year, temporary appointment.

3. Dr. Charles W. Dimmick, Assistant Professor of Geology, effective May 31, 1970. Mr. Dimmick is resigning to accept employment elsewhere.

4. Mr. Gerald R. Stewart, Instructor of Mathematics, effective May 31, 1970. Mr. Stewart is resigning in order to further his education.

5. Miss Janice Britt, Instructor of Mathematics, effective May 31, 1970. Miss Britt was employed on a temporary nine-month appointment.

6. Mr. Charles M. Haltom, Instructor of Mathematics, effective May 31, 1970. Mr. Haltom was employed on a three-year temporary appointment.


8. Mr. Jay Franklin Downs, Instructor of Mathematics, effective May 31, 1970. Mr. Downs was employed on a three-year temporary appointment.

9. Mr. Kooros Mohit Mahmoudi, Instructor of Sociology, effective May 31, 1970. Mr. Mahmoudi is resigning to accept employment elsewhere.

10. Mr. George B. Mears, Instructor of Sociology, effective May 31, 1970. Mr. Mears is resigning to accept employment elsewhere.

11. Mr. Carlton Stratton Yee, Instructor of Forestry, effective May 31, 1970. Mr. Yee is resigning in order to further his education.

12. Dr. Edwin D. Michael, Associate Professor of Biology, effective May 31, 1970. Dr. Michael is resigning to accept employment elsewhere.

13. Mr. Herman Leroy Collum, Assistant Director of Grants and Research and Assistant Professor of School Services, effective March 31, 1970. Mr. Collum resigned due to personal reasons.

14. Mr. James E. Redfield, Instructor of Accounting (part-time), effective May 31, 1970. Mr. Redfield is resigning due to business reasons.

15. Mr. John J. B. Miller, Assistant Professor of Geography, effective May 31, 1970. Mr. Miller will be returning to graduate school.
16. Miss Martha A. Brown, Instructor of Economics, effective May 31, 1970. Miss Brown has been on leave for two years and has requested a third year of leave. This is against university policy; therefore she is being removed from our faculty.

17. Mr. John Wayne Davenport, Instructor of Mathematics, effective May 31, 1970. Mr. Davenport is resigning in order to further his education.


19. Dr. Nancy Harp Potts, Assistant Professor of Home Economics, effective May 31, 1970. Dr. Potts is resigning in order to accept employment elsewhere.

20. Dr. Arthur F. Verrall, Professor of Forestry, effective May 31, 1970. Dr. Verrall is resigning for health reasons.

21. Dr. Donald Eugene Houseworth, Assistant Professor and Acting Head of the Department of Sociology, effective August 31, 1970. Dr. Houseworth is resigning to accept another position.

22. Dr. Nelson T. Samson, Professor of Forestry, effective May 31, 1970. Dr. Samson is resigning to seek other employment.

70-36
Upon motion of Regent Maness, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the following persons not be re-employed:

1. Dr. Barbara Jean Larson Shockley, Associate Professor of Political Science, effective May 31, 1970. Dr. Shockley, who is not a tenured member of this faculty, is being separated because her relationship with the institution has not been mutually satisfactory.

2. Dr. Emmett Asseff, Professor of Political Science, effective May 31, 1970. Dr. Asseff, who is not a tenured member of this faculty, is being separated because his relationship with the institution has not been mutually satisfactory.

70-37
Upon motion of Regent Bates, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the following names be removed from the faculty list:

1. Dr. Allan Trezevant Steele, Professor of Accounting, effective March 1, 1970. Dr. Steele died on March 1, 1970.

2. Mr. Donald William Totton, Assistant Professor of General Business, effective April 8, 1970. Mr. Totton died on April 8, 1970.
Upon motion of Regent Bergman, seconded by Regent Bates, with all Regents voting aye, it was ordered that the following retirement be accepted:

1. Dr. Elbert Lloyd Griffin, Associate Professor of Chemistry, effective May 31, 1970. Dr. Griffin is retiring after 22 years at Stephen F. Austin State University.

Upon motion of Regent Maness, seconded by Regent Bates, with all Regents voting aye, it was ordered that the following changes in status be accepted:

1. Dr. Richard Voigtel from Director of Placement and Student Aid to Assistant Director of Grants and Research and Assistant Professor of School Services at a salary rate of $14,000 for twelve months, effective March 1, 1970. Dr. Voigtel replaced Mr. Herman Leroy Collum who resigned.

2. Mr. Eugene Roy Barbin from Assistant Director of Placement and Student Aid at a salary rate of $8,000 for 12 months, to Acting Director at a salary rate of $9,200 for nine months, for the period March 1 through August 31.

3. Dr. James E. Redfield from Instructor of Accounting (part-time) at a salary rate of $14,000 for nine months to Instructor of Accounting (part-time) at a salary rate of $14,500 for nine months, effective February 1, 1970. This adjustment was made to bring Dr. Redfield's salary in line with salaries of others of similar education and experience.

4. Dr. Beverly Sue Young, Assistant Professor of Elementary Education, from 100% TSO to 75% and 25% Research Grant, effective January 26, 1970. Dr. Young received a research grant.

5. Dr. William Thomas Young, Assistant Professor of Music, from 100% TSO to 75% TSO and 25% Research Grant, effective January 26, 1970. Dr. Young received a research grant.

6. Dr. Warren Austin, Professor of English, from full-time first and second summer terms at a salary rate of $5,100 for twelve weeks, to full-time first term only at a salary rate of $2,550 for six weeks. Dr. Austin has requested to be relieved of teaching the second summer session.

7. Dr. Sibyl White Wyatt, Professor of English, from full-time first and second summer terms at a salary rate of $14,500 for twelve weeks, to full-time first summer term only at a salary rate of $2,250 for six weeks. Dr. Wyatt has requested to be relieved of teaching the second summer session.
8. Mr. David Coleman Howard, Instructor of English, from part-time second summer term at a salary rate of $708.33 for six weeks to full-time second summer term at a salary rate of $1,166.67 for six weeks. Mr. Howard will partially replace Dr. Sybil Wyatt who has asked to be relieved of teaching the second summer session.

9. Mr. John Harry Lewis, Instructor of General Business. Salary for the month of May is to be increased by $300 because of class overload necessitated by the death of a faculty member.

10. Mr. Charles W. Logan, Instructor of General Business. Salary for the month of May is to be increased by $300 because of class overload necessitated by the death of a faculty member.

11. Mr. John W. Hamilton, Assistant Professor of General Business. Salary for the month of May is to be increased by $300 because of class overload necessitated by the death of a faculty member.

12. Dr. Elick N. Maledon, Associate Professor and Head of the Department of General Business. Salary for the month of May is to be increased by $300 because of class overload necessitated by the death of a faculty member.

13. Dr. Wendall N. Spreadbury, Jr., Associate Professor of Elementary Education, from part-time second summer term at a salary rate of $1,000, to no teaching duties. Dr. Spreadbury has requested to be relieved of teaching the second summer session.

70-40
Upon motion of Regent Thomas, seconded by Regent Bates, with all Regents voting aye, it was ordered that the following returns from leave be accepted:

1. Mr. Joe David Cox, Assistant Professor of Political Science, effective Fall Semester 1970. Mr. Cox will be returning from leave, having worked on the Ph.D. at the University of Oklahoma.

2. Dr. Tollie Bowers Davison, Associate Professor of Physics, effective January 25, 1970. Dr. Davison returned after a short illness.

3. Mr. Joseph T. Robbins, Assistant Professor of Mathematics, effective Fall Semester 1970. Mr. Robbins has been attending graduate school.

4. Mr. James Edward Towns, Instructor of Speech, effective Fall Semester 1970. Mr. Towns has been attending graduate school.
Upon motion of Regent Bates, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the following leaves of absence be granted:

1. Mr. Terry Joe Box, Instructor of English, for the academic year 1970-1971, in order to continue work toward the Ph.D. at Texas Tech University.

2. Mr. Will Bower Barclay, Instructor of Modern Languages, for the academic year 1970-71, in order that he may continue work toward the Ph.D. Degree at Louisiana State University.

3. Mr. Ross O. Bridewell, Assistant Professor of Modern Languages, for the academic year 1970-71, to work full time toward the Ph.D. Degree at the University of Oklahoma.

4. Dr. Waclaw Jarzebowski, Associate Professor of Modern Languages, for the academic year 1970-71, in order that he may spend a year in intensive review and publication of his book.

5. Mr. Byron VanDover, Instructor of Biology, for the fall term, 1970. Mr. VanDover has requested additional leave to complete work on the Ph.D.

6. Miss Jane Fay Ritter, Instructor of Mathematics, for the academic year 1970-71, to continue work toward the Ph.D. at the University of Texas in Austin.

7. Miss Linda Douglas Arnold, Instructor of Geography, for the academic year, 1970-1971. This will be an additional year's leave in order to complete course work requirements for the doctorate.

8. Mr. R. Jeff Banks, Assistant Professor of English, for the academic year, 1970-71, to continue work on the Ph.D. at Baylor University.

9. Mr. Thomas M. Matthys, Theatre Technician (1/2 time) and Instructor of Speech (1/2 time), for the academic year 1970-71. This is an additional year's leave to continue work toward the terminal degree.

10. Mr. Jasper E. Adams, Assistant Professor of Mathematics, for the academic year 1970-71. Mr. Adams has been awarded a National Science Foundation Science Faculty Fellowship.

11. Dr. Neal B. Houston, Professor of English, for the academic year 1970-71 to serve as a Visiting Professor at the University of Hawaii.

12. Mr. Cody Alan Garner, Assistant Professor of Music, for the academic year, 1970-71. Mr. Garner is requesting continued leave to work toward the Ph.D.
Upon motion of Regent Thomas, seconded by Regent Todd, with all Regents voting aye, it was ordered that the following changes to the current Annual Operating Budget for 1969-70 be approved:

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<tbody>
<tr>
<td>1. Add 4,000 Account No. 5550</td>
<td>Wiseley Hall, General Painting</td>
</tr>
<tr>
<td>2. Add 400 Account No. 5040</td>
<td>Basketball - N.A.I.A. Playoffs, etc.</td>
</tr>
<tr>
<td>3. Add 3,500 Account No. 5530</td>
<td>Dormitory 3, General Painting</td>
</tr>
<tr>
<td>4. Add 10,000 Account No. 5066</td>
<td>Athletic Field Improvements and Maintenance</td>
</tr>
<tr>
<td>5. Add 2,500 Account No. 1804</td>
<td>Institutional Memberships</td>
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<td>6. Add 2,000 Account No. 1806</td>
<td>Official Functions</td>
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<td>7. Add 3,300 Account No. 1807</td>
<td>University Information</td>
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<td>8. Add 3,000 Account No. 1808</td>
<td>General Publications</td>
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<td>9. Add 1,500 Account No. 5070</td>
<td>Intramurals - Men</td>
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<td>10. Add 5,000 Account No. 5120</td>
<td>Miscellaneous Enterprises</td>
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<td>11. Add 500 Account No. 5560</td>
<td>Dormitory 8</td>
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<td>12. Add 250 Account No. 5520</td>
<td>Dormitory 2</td>
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<td>13. Add 1,500 Account No. 5602</td>
<td>University Center, Class rings</td>
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<td>14. Add 2,000 Account No. 5616</td>
<td>University Center, Big Name Entertainment</td>
</tr>
<tr>
<td>15. Add 1,500 Account No. 5728</td>
<td>Apartments 55-70</td>
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Upon motion of Regent Maness, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the Summer School 1970 Budget for Faculty as reported under separate cover be approved.

Upon motion of Regent Bates, seconded by Regent Golden, with all Regents voting aye, it was reported that the Annual Operating Budget for 1970-71 as reported under separate cover be approved.

Upon motion of Regent Maness seconded by Regent Thomas, with all Regents voting aye, it was ordered that the Special Projects Budgets for Maintenance and Labor be appropriated from Pledged Property Surplus to construct the central controls system, the clock and bell system, and certain street and area lighting as follows:

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<thead>
<tr>
<th>Central Controls System</th>
<th>Clock and Bell System</th>
<th>Street and Area Lighting</th>
</tr>
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<tbody>
<tr>
<td>Labor $60,000</td>
<td>$12,000</td>
<td>$9,000</td>
</tr>
<tr>
<td>Materials 100,225</td>
<td>22,075</td>
<td>16,000</td>
</tr>
<tr>
<td>TOTAL $160,225</td>
<td>$34,075</td>
<td>$25,000</td>
</tr>
</tbody>
</table>
and that the University be authorized to purchase materials through competitive bidding and to employ a general project superintendent and such other hourly paid labor as necessary.

70-46

Upon motion of Regent Bates, seconded by Regent Todd, with all Regents voting aye, it was ordered that the architectural agreement with Kent, Marsellos & Scott of Lufkin, Texas, for the design and supervision of the construction of a Data Processing Center Facility be approved and the Chairman of the Board be authorized to sign the contract as follows:

CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the 27th day of April in the year Nineteen Hundred and Seventy and between the Board of Regents STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS acting herein by and through its President, hereinafter called the Owner, and KENT, MARSELLOS AND SCOTT, ARCHITECTS-ENGINEERS, Lufkin, Texas, hereinafter called the Architect.

WITNESSETH, whereas the Owner intends to erect on the campus of Stephen F. Austin State University, Nacogdoches, Texas, A DATA PROCESSING BUILDING, hereinafter called the Project.

NOW, THEREFORE, the Owner and the Architect for the considerations hereinafter set forth agree as follows:

I. The Architect shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. The Owner agrees to pay the Architect as compensation for his Basic Services Seven and Nine-tenths per cent (7.9%) of the project construction cost, hereinafter referred to as the Basic Rate, and such other payments and reimbursement as may hereinafter be provided, but all such payments and every payment herein provided shall be from University Plant Funds, available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

III. The Architect and the Owner further agree to the following Terms and Conditions:

ARTICLE 1
ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services.
SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall 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 structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost, and if authorized by the Owner, obtain a semi-detailed estimate of the cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements of general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.
CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when final payment is made by the Owner to the Contractor.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.
1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and the Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. The Architect shall also have authority to require the Contractor to stop the Work whenever in his reasonable opinion it may be necessary for the proper performance of the Contract. The Architect shall not be liable to the Owner for the consequences of any decision made by him in good faith either to exercise or not to exercise his authority to stop the Work.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and Final Completion, shall receive written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractor, or any of the Contractor's or Subcontractor's agents or employees, or any other persons performing any of the work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Sub-paragraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-time Project Representative to assist the Architect.

1.2.2 Such Full-time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-time Project Representatives shall be set forth in an exhibit appended to this Agreement.
1.2.1 Through the on-site observations by Full-time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for the Contractor’s failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES
The following services are not covered in Paragraphs 1.1 or 1.2. If any of these Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

1.3.1 Providing special analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Revising previously approved Drawings, Specifications or other documents to accomplish changes not initiated by the Architect.

1.3.4 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.5 Providing professional services made necessary by the default of the Contractor in the performance of the Construction Contract.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private.

2.4 The Owner shall furnish the services of a soils engineer, when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values and other necessary operations for determining subsoil conditions.
2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy thereof.

2.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 Construction Cost to be used as a basis for determining the Architect's Fee for all Work designed or specified by the Architect, including labor, materials, equipment and furnishings, shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the total cost of all such Work;

3.1.2 For work not constructed, the lowest bona fide bid received from a qualified bidder for any or all of such work; or

3.1.3 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.

3.2 Construction Cost does not include the fees of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.
3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scopes of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the lowest bona fide bid, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the Owner shall (1) give approval of an increase in such fixed limit, cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (2) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of this service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to his fees in accordance with this Agreement.

ARTICLE 4
DIRECT PERSONNEL EXPENSE

4.1 Direct personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

4.2 Direct Personnel Expenses includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.
ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Fees for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his consultants in the interest of the Project for the following incidental expenses listed in the following Subparagraphs:

5.1.1 a) Fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 b) If authorized in advance by the Owner, the expense of Project Representative, semi-detailed and detailed estimates of the Project construction cost or models for the Owner's use.

5.1.3 c) If their employment is authorized in advance by the Owner, fees of special consultants, for other than the normal structural, mechanical and electrical engineering services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 Payments shall be made in proportion to services performed to increase the compensation for Basic Services to the following percentages of the Basic Fee at the completion of each phase of the Work:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Development Phase</td>
<td>25%</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>75%</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>100%</td>
</tr>
</tbody>
</table>

5.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

3. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

4. If the Project is suspended or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment.
ARTICLE 7
ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between the Owner and the Contractor, shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8
TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9
OWNERSHIP OF DOCUMENTS

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. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10
SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11
ARBITRATION

1.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law.
11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

ARTICLE 12
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 Owner and Architect.

ARTICLE 13
APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

NUMBER OR COUNTERPART COPIES

This Contract is executed in five counterparts.

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By R. E. McGee, President of the Board

(L. S.)
ATTEST:
G. Haas, Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS - ENGINEERS

By Wilbur Kent, Partner

APPROVED AS TO FORM:

John Reeves, Assistant Attorney General

2-20
Upon motion of Regent Golden, seconded by Regent Todd, with all Regents voting aye, it was ordered that the preliminary plans for the Data Processing Center Facilities be approved and that the university be authorized to obtain bids for construction.

Upon motion of Regent Bergman, seconded by Regent Todd, with all Regents voting aye, it was ordered that the preliminary plans for the renovation of the Austin Building be approved and that the university be authorized to obtain bids for the project.

Upon motion of Regent Bates, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the university be authorized to apply for an interest subsidy grant to the Department of Health, Education & Welfare, Office of Education, under Public Law 88-201 for the purpose of financing the sale of bonds to construct a library building and that the President of the university be authorized to sign the necessary forms.

Upon motion of Regent Perkins, seconded by Regent Bates, with all Regents voting aye, it was ordered that the university be authorized to apply to the Department of Health, Education and Welfare, Office of Education, for a grant of one-third of the cost of the proposed library building and that the President of the university be authorized to sign the necessary forms.

Upon motion of Regent Todd, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the contract with B. C. Whitton Construction Company for $9,779 to construct an equipment shop building on the University Beef Farm be approved and the Chairman of the Board be authorized to sign the contract, as follows:

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this the 27th day of April, 1970, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its Chairman, hereinafter called "Owner" and B. C. WHITTON CONSTRUCTION CO., NACOGDOCHES, TEXAS, hereinafter called "Contractor."

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

1. The Contractor agrees to provide all of the materials, furnish the labor, and do all things necessary to complete fully all of the work shown on the Drawings and described in the Specifications entitled "SHOP AND EQUIPMENT STORAGE BUILDING, AGRICULTURAL LABORATORY, BEEF SECTION", STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, prepared by
Charles G. Haas, Comptroller of Stephen F. Austin State University, Nacogdoches, Texas, and shall do everything required by this Agreement, the "General Conditions" and the "Supplemental Conditions" of this Contract, the Drawings and the Specifications.

2. The "General Conditions" of the Contract, the "Supplementary Conditions", the Drawings and the Specifications, together with this agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings: Drawings and Specifications entitled "SHOP AND EQUIPMENT STORAGE BUILDING, AGRICULTURAL LABORATORY, BEEF SECTION", STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS.

3. The work called for and included in this Agreement is to be done under the direction of the Comptroller above named and his determination of the true meaning and proper construction of the Specifications shall be considered as final.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, NINE THOUSAND SEVEN HUNDRED SEVENTY NINE AND NO/100 ($9,779.00) DOLLARS, out of Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from House Bill 2 of the Sixty-First Legislature, second called session. The basis of the above Contract Price is as follows:

   Base Proposal Number One - $9,779.00

   The Owner shall make payments on account of the Contract as provided therein as follows: When the project is substantially complete ninety per cent (90%) of the value, based on the Contract Price. Final Payment shall be due thirty (30) days after substantial completion of the work, provided the work be then fully completed and the Contract fully performed.

5. The Contractor shall pay and maintain during the life of this Contract insurance acceptable to the Owner conforming to the following schedule:

   A. Workmen's Compensation and Employees Liability Insurance as required by the State of Texas.

   B. Public Liability Insurance in amount not less than $50,000 for injuries for each person; $100,000 on account of one accident and property damage in an amount not less than $100,000.

   C. Automotive Public Liability and Property Damage Insurance in amounts not less than those called for in Paragraph B above.

   D. Contractual Liability Insurance of $100,000 of bodily injury for each person and for property damage of each occurrence with an aggregate $300,000 bodily injury each occurrence or property damage in total.
E. Builder's Risk Insurance in amount not less than the value of the contract.

6. The Contractor shall pay premium for and furnish Payment Bond and Performance Bond in amount of 100% of Contract Price on the forms furnished by the University and enclosed herewith as required under Article 5160 Revised Civil Statutes of Texas, as amended to date.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

C. G. Haas
Witness

By R. E. McGee
Chairman of the Board of Regents

Witness

By B. C. Whitton
Owner

SEAL

B. C. Whitton Construction Co.
Nacogdoches, Texas
Address

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS

John Reeves
Assistant

Note: B. C. Whitton Construction Company posted a Cash Bond for 100% of the value of the Contract in lieu of a payment or performance bond.

70-52
Upon motion of Regent Bergman, seconded by Regent Golden, with all Regents voting aye, it was ordered that the Change Order No. 1 for $98,033 to be added to the contract for the Chemistry Building renovation be approved and the Chairman of the Board be authorized to sign the Change Order.

70-53
Upon motion of Regent Bergman, seconded by Regent Todd, with all Regents voting aye, it was ordered that the Change Order No. 2 for $10,593.25 to be added to the contract for the construction of the Music, Forestry and Home Economics Buildings be approved and the Chairman of the Board be authorized to sign the change order.
70-54
Upon motion of Regent Bates, seconded by Regent Todd, with all Regents voting aye, it was ordered that the current bank depository agreements of the university all be amended so that Paragraph VII of the agreements would read as follows:

It is further agreed that the Depository shall pay interest on all funds deposited with it as time deposits at the maximum rate and/or rates permitted pursuant to the provisions of Section 19 of the Federal Reserve Act.

70-55
Upon motion of Regent Maness, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the revised and amended Classified Personnel Pay Plan as detailed under separate cover be approved.

70-56
Upon motion of Regent Todd, seconded by Regent Bates, with all Regents voting aye, it was ordered that the university be authorized to retain the firm of McCall, Parkhurst & Horton to act as bond counsel for the university.

70-57
Upon motion of Regent Bergman, seconded by Regent Bates, with all Regents voting aye, it was ordered that Change Order No. 3 for $12,183.50 to be deducted from the contract for the construction of the Extension of East College Street be approved and the Chairman of the Board be authorized to sign the change order.

70-58
Upon motion of Regent Bergman, seconded by Regent Bates, with all Regents voting aye, it was ordered that Change Order No. 3 with H. A. Lott, Inc., for adding $11,819 to landscape the building sites of the Music, Forestry, and Home Economics Buildings be approved and the Chairman of the Board be authorized to sign the change order.

70-59
Upon motion of Regent Maness, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the plans for the proposed building of the United States Forest Service be approved.

70-60
Upon motion of Regent Bergman, seconded by Regent Todd, with all Regents voting aye, it was ordered that the gift of 20 acres of land from the International Paper Company for use as a Biological Research area be accepted subject to approval by the Coordinating Board and the Attorney General's office.

70-61
Upon motion of Regent Bergman, seconded by Regent Todd, with all Regents voting aye, it was ordered that the contract for Master Planning of Stephen F. Austin State University as proposed by Bernard Johnson Engineers, Inc., for $117,500 be approved and that the Chairman of the Board be authorized to sign the contract, as follows:
CONTRACT FOR PLANNING SERVICES
FOR A
CAMPUS DEVELOPMENT PLAN
FOR
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

THIS AGREEMENT, entered into this 27th day of April 1970, by and between the BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY, hereinafter referred to as the "Owner" and BERNARD JOHNSON ENGINEERS, INC., a Texas Corporation with principal office located in Houston, Texas, hereinafter referred to as the "Planner", witnesseth that:

WHEREAS, the Owner intends to consider and adopt a general and comprehensive Campus Development Plan to describe and illustrate a program of future development of physical facilities on its campus properties in Nacogdoches, Texas, and;

WHEREAS, funds properly usable by the Owner are available in sufficient amount to make payment for the services of the Planner as hereinafter set forth, and are allocated by the Owner for such purpose;

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter set forth, the Owner and the Planner do covenant and agree, for themselves and for their respective successors and assigns, as follows:

ARTICLE I
THE PLANNER

(a) The Planner agrees to perform professional services for the preparation of the Campus Development Plan in accordance with Appendix A "Planning Procedures" attached hereto, including the preparation of maps, drawings and reports to recommend and describe an overall program for the future development of the land, buildings, pavements, utilities, and other physical facilities of the University campus.

b) To coordinate its physical planning service with the management, financial, and educational planning of the University, the Planner agrees to consult frequently with the University administration, to present preliminary alternatives and recommendations for review, and to make revisions to reflect Owner's comments received at preliminary and concept reviews.
c) The Planner agrees to collect and analyze relevant information and data as to the existing conditions, future probabilities, and service objectives which should determine or influence planning decisions, and to prepare and present charts and summaries of these determining factors along with the planning recommendations.

d) Based on approved preliminary presentations, the Planner agrees to prepare and submit twenty copies of a final report of this planning service in the form of bound, illustrated, printed volumes accompanied by larger reproductions of the more detailed maps and drawings. The material contained in this report shall be sufficiently detailed and comprehensive to serve as an overall guide for future physical development of the University campus.

ARTICLE II

THE OWNER

The Owner agrees, and authorizes and directs the appropriate administrative officers of the University, to furnish available information and data to the Planner as described herein and in Appendix A, to assist the Planner to obtain relevant information from other agencies, enterprises and individuals, to consult with the Planner and to review in a reasonable time the preliminary recommendations and alternatives presented by the Planner, and to pay to the Planner compensation for services as set forth hereinafter.

ARTICLE III

COMPENSATION FOR SERVICES

a) For and in consideration of the services to be furnished by the Planner, the total amount payable by the Owner under this Contract shall be the sum of Forty-Seven Thousand Five Hundred Dollars ($147,500.00), which shall constitute full and complete compensation for the Planner's services hereunder.

b) The Owner shall, upon invoice from the Planner, make payments monthly, transmitted to the Planner's Houston office, on account of the total compensation stipulated above and proportionate to reasonable estimates of the percentage of the total planning effort then completed, provided that the cumulative total of such monthly progress payments shall not exceed sixty percent (60%) of the total compensation until after presentation and approval of the preliminary Campus Plan, and thereafter shall not exceed eighty-five percent (85%) of the total compensation until completion of all planning services hereunder and submission of the final report thereof. Upon such completion of services, the remaining balance of the total sum shall be due and payable to the Planner.

ARTICLE IV

SCHEDULE OF PLANNING SERVICES

a) No work shall be commenced under this Contract and no obligations for any payment under this Contract shall be incurred until the Planner has been notified in writing by an authorized representative of the Owner that all necessary approvals have been obtained and funds allocated; and that accordingly, work should commence.
b) Following notification to commence the Planner shall proceed with his services in such sequence as to insure their expeditious completion and shall complete all the services required hereunder on or before the expiration of twelve (12) months following receipt of notice to commence.

ARTICLE V

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of parties other than the Planner, the Planner shall be entitled to receive equitable compensation for services performed to the date of notice of termination. Upon payment of services performed, the Planner shall deliver planning documents then in his possession to the Owner.

ARTICLE VI

SUCCESSORS AND ASSIGNS

The Owner and the Planner each binds himself, his successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Planner shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

THE BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY
(OWNER)

By: R. E. McGee
Chairman

ATTEST:
(SEAL)

By: C. G. Haas

BERNARD JOHNSON ENGINEERS, INC.
(PLANNER)

By: Bernard T. Johnson
President

ATTEST:
(SEAL)

By: Zella B. King

Approved as to legal form by the Attorney General of the State of Texas

By John Reeves
Assistant

2-27
Upon motion of Regent Bergman, seconded by Regent Golden, with all Regents voting aye, it was ordered that the Board of Regents Rules and Regulations, as amended, be adopted.

Upon motion of Regent Maness, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the University be given permission to petition the Coordinating Board for permission to offer the following degrees and programs:

1. Bachelor of Fine Arts Degree in Theatre
2. Master of Business Education Degree
3. Bachelor of Science Degree in Environmental Management
4. Department of Nursing and a Bachelor of Science in Nursing
5. Doctor of Education Degree with majors in:
   - Elementary Education
   - Secondary Education
   - Administrative Leadership
   - Guidance and Counseling
6. Doctor of Arts Degree with majors in:
   - English
   - Biology
   - History
   - Mathematics

Upon motion of Regent Todd, seconded by Regent Bates, with all Regents voting aye, it was ordered that the following curriculum items, approved by the University undergraduate and graduate curriculum committees, be approved:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Music 101</td>
<td>Class Piano</td>
<td>2</td>
</tr>
<tr>
<td>Music 102</td>
<td>Class Piano</td>
<td>2</td>
</tr>
<tr>
<td>Music 103</td>
<td>Class Piano</td>
<td>2</td>
</tr>
<tr>
<td>Theatre 130</td>
<td>History of Costume</td>
<td>3</td>
</tr>
<tr>
<td>Theatre 170</td>
<td>History of the Movies</td>
<td>3</td>
</tr>
<tr>
<td>Forestry 464</td>
<td>Contemporary Problems in Forestry</td>
<td>3</td>
</tr>
<tr>
<td>Psychology 350</td>
<td>Physiological Psychology</td>
<td>3</td>
</tr>
<tr>
<td>*Psychology 498</td>
<td>Controversial Issues in Psychology</td>
<td>3</td>
</tr>
<tr>
<td>*Home Economics 1014</td>
<td>Quantity Food Production and Service</td>
<td>3</td>
</tr>
<tr>
<td>*Home Economics 105</td>
<td>Food Service Organization and Management</td>
<td>3</td>
</tr>
<tr>
<td>Management 370</td>
<td>Management Principles</td>
<td>3</td>
</tr>
<tr>
<td>Management 379</td>
<td>Labor Relations</td>
<td>3</td>
</tr>
<tr>
<td>Biology 225</td>
<td>Local Flora</td>
<td>3</td>
</tr>
<tr>
<td>*Biology 450</td>
<td>Limnology</td>
<td>3</td>
</tr>
<tr>
<td>Physics 213</td>
<td>Technical Physics III</td>
<td>4</td>
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<tr>
<td>*Elementary Education 133</td>
<td>Laboratory for Teachers (Offered only through Division of Continuing Education)</td>
<td>3</td>
</tr>
<tr>
<td>*Secondary Education 133</td>
<td>Laboratory for Teachers (Offered only through Division of Continuing Education)</td>
<td>3</td>
</tr>
</tbody>
</table>
### COURSES TO BE REVISED:  
**Curriculum Committee**

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theatre 422</td>
<td>Theatre History 3</td>
<td>460</td>
<td>Theatre History: Early 3</td>
</tr>
<tr>
<td>Theatre 423</td>
<td>Applied Play Production 1-3</td>
<td>423</td>
<td>Theatre Projects 1</td>
</tr>
<tr>
<td>Forestry 317</td>
<td>Modern Mensuration 3</td>
<td>317</td>
<td>Advanced Forest Mensuration 3</td>
</tr>
<tr>
<td>Forestry 310</td>
<td>Applied Silviculture 3</td>
<td>310</td>
<td>Applied Silviculture 2</td>
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<tr>
<td>Forestry 323</td>
<td>Forest Surveying 3</td>
<td>323</td>
<td>Forest Surveying 2</td>
</tr>
<tr>
<td>Forestry 325</td>
<td>Applied Forest Mensuration 3</td>
<td>325</td>
<td>Applied Forest Mensuration 2</td>
</tr>
<tr>
<td>Forestry 327</td>
<td>Forest Wildlife Ecology 3</td>
<td>327</td>
<td>Forest Wildlife Ecology 2</td>
</tr>
<tr>
<td>Forestry 329</td>
<td>Logging and Sawmilling 3</td>
<td>329</td>
<td>Logging and Sawmilling 2</td>
</tr>
</tbody>
</table>
| Forestry 350          | Forest Game Management (Lab Fee, $2) | 350     | Forest Game Management 3  
|                       |                  |         | (Transportation Fee $5) |
| Forestry 337          | Forest Protection 2 | 337     | Forest Fire Control and Management 2 |
| Forestry 453          | Natural Woodland Communities I 3 | 453     | Environmental and Natural Resources I 3 |
| Psychology 340        | Sense Perception 3 | 340     | Psychology of Perception 4 |
| *History 457          | The Era of the First World War (1878-1933) 2 | 457     | The Era of the First World War (1878-1920) 3 |
| *History 458          | Case Studies in International Relations since World War II 3 | 458     | Contemporary Europe (1945-present) 3 |
| *History 460          | India, China and Japan in the Modern Period 3 | 460     | India, China and Japan in the Modern Period 3 |
| Sociology 341         | Sociology of Religion 3 | 461     | Sociology of Religion 3 |
| Sociology 361         | Industrial Sociology 3 | 461     | Industrial Sociology 3 |
| *Management 463       | Problems in Business Management 3 | 463     | Business Policy 3 |
| Mathematics 435       | Vector Analysis 3 | 435     | Vector Analysis 3 |
| Mathematics 437       | Differential Equations 3 | 437     | Differential Equations 3 |
| *Mathematics 439      | Advanced Calculus 3 | 439     | Advanced Calculus I 3 |
| *Mathematics 471      | Real Variables 3 | 471     | Advanced Calculus II 3 |
| *Biology 229          | Plant Anatomy 3 | 229     | Plant Anatomy 3 |
| Forestry 463          | Special Problems 1 | 463     | Special Problems 1-3 |

*Submitted for Graduate Credit also

### COURSES TO BE DELETED:  
**Curriculum Committee**

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Address 131</td>
<td>Speech for the Classroom Teacher 3</td>
</tr>
<tr>
<td>Forestry 454</td>
<td>Natural Woodland Communities II 3</td>
</tr>
</tbody>
</table>
COURSES ADDED: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>History 510</td>
<td>Seminar in Early American History</td>
<td>3</td>
</tr>
<tr>
<td>History 518</td>
<td>Seminar in European History in the Early Modern Period</td>
<td>3</td>
</tr>
<tr>
<td>History 523</td>
<td>Contemporary Soviet Institutions</td>
<td>3</td>
</tr>
<tr>
<td>Mathematics 575</td>
<td>Advanced Graduate Studies</td>
<td>3</td>
</tr>
<tr>
<td>Public Address 503</td>
<td>Introduction to College Teaching of Speech</td>
<td>3</td>
</tr>
<tr>
<td>Sociology 575</td>
<td>Advanced Graduate Studies</td>
<td>3</td>
</tr>
<tr>
<td>Spanish 508</td>
<td>Spanish Syntax</td>
<td>3</td>
</tr>
<tr>
<td>Spanish 512</td>
<td>Applied Spanish Linguistics</td>
<td>3</td>
</tr>
<tr>
<td>Spanish 515</td>
<td>Seminar in Hispanic Cultural Institutions</td>
<td>3</td>
</tr>
<tr>
<td>French 508</td>
<td>French Syntax</td>
<td>3</td>
</tr>
<tr>
<td>French 512</td>
<td>Applied French Linguistics</td>
<td>3</td>
</tr>
<tr>
<td>French 515</td>
<td>Seminar in French Cultural Institutions</td>
<td>3</td>
</tr>
<tr>
<td>German 510</td>
<td>Advanced German Syntax</td>
<td>3</td>
</tr>
<tr>
<td>German 511</td>
<td>German Stylistics</td>
<td>3</td>
</tr>
<tr>
<td>German 515</td>
<td>Seminar in German Cultural Institutions</td>
<td>3</td>
</tr>
</tbody>
</table>

COURSES REVISED: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>French 501</td>
<td>The French Novel 3</td>
<td>501 The French Novel of the Nineteenth Century 3</td>
</tr>
<tr>
<td>French 502</td>
<td>The French Novel 3</td>
<td>502 The French Novel of the Nineteenth Century 3</td>
</tr>
</tbody>
</table>

70-65

Upon motion of Regent Bates, seconded by Regent Golden, with all Regents voting aye, it was ordered that the Chairman appoint the following committee to study the salary of the university president:

Regent Maness, Chairman
Regent Tanner, Member
Regent Bergman, Member

There being no further business, the meeting adjourned at 11:50 a.m.

C. G. Haas
Secretary

2-30