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Minutes of the Meeting of the Board of Regents of Stephen F. Austin State University held in Dallas, Texas
January 29, 1972

VOLUME NO. 10

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The meeting was called to order by R. E. McGee, Chairman of the Board of Regents, at 10:00 a.m., January 29, 1972.

PRESENT:

Members:  Mr. R. E. McGee of Houston
          Mr. Robert C. Gray of Austin
          Mrs. Lera Thomas of Houston
          Mr. Walter Todd of Dallas
          Mr. Douglas Bergman of Dallas
          Mr. Joe Bob Golden of Jasper
          Mr. James I. Perkins of Rusk
          Mr. Sam Tanner of Beaumont

ABSENT:  Member:  Mr. Roy Maness of Beaumont

PRESENT:  Mr. C. G. Haas of Nacogdoches, Secretary
          Dr. R. W. Steen, President of the University
Upon motion of Regent Gray, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the minutes of the meetings of October 16, 1971, and December 18, 1971, be approved.

Upon motion of Regent Todd, seconded by Regent Perkins, with all Regents voting aye, it was ordered that Dr. R. W. Steen be elected President of Stephen F. Austin State University for the academic year 1972-73, and that he be commended for his outstanding service.

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

1. Department of Biology

   Mrs. Annette S. Dawson, 32, M.S. (Stephen F. Austin State University), Instructor of Biology (half-time) at a salary rate of $2,000 for four and one-half months, effective Spring Semester, 1972, only.

   Dr. McHenry L. Stiff, III, 47, Ph.D. (University of Virginia), Visiting Professor of Biology at a salary rate of $6,750 for four and one-half months, effective Spring Semester, 1972, only.

2. Department of Music

   Mrs. Shirley Watterston, 32, M.S. (University of Wisconsin), Instructor of Music (quarter-time) at a salary rate of $900 for four and one-half months, effective Spring Semester, 1972, only.

3. Department of School Services

   Mrs. Ida Baty Anderson, 33, M.Ed. (Stephen F. Austin State University), Instructor of School Services at a salary rate of $9,000 for nine months, effective Spring and Summer Semesters, 1972, only.

4. Student Life Division

   Mr. Robert Patrick Carroll, 31, M.D. (University of Virginia), Physician, Health Services, at a salary rate of $22,000 for ten and one-half months, effective January 1, 1972.
Mrs. Patricia Lynn Fries, 26, B.S. (Texas Tech University), Lab Technician, Health Services, at a salary rate of $7,200 for twelve months, effective January 10, 1972.

Mr. Vince Louis Lembo, 24, B.A. (Florida Atlantic University), Director of Residence Hall Programs, Housing, at a salary rate of $600.00 per month for six months, effective January 3, 1972.

Mr. Frank Earl Manion, 42, Vending Route Man, University Center Administration, at a salary rate of $6,100 for twelve months, effective October 15, 1971.

5. Business Manager's Office

Mr. David Weldon Fry, 26, B.S. (Stephen F. Austin State University), Assistant Business Manager for Personnel, at a salary rate of $10,000 for twelve months, effective January 1, 1972.

6. Maintenance

Mr. Raymond H. Greene, 39, M.B.A. (Texas Christian University), Resident Engineer and Plant Superintendent, at a salary rate of $16,000 for twelve months, effective January 1, 1972.

72-33
Upon motion of Regent Todd, seconded by Regent Gray, with all Regents voting aye, it was ordered that the following resignations be accepted:

1. Department of English

Mr. Charles Ashley Petty, Instructor of English, effective May 31, 1972. Mr. Petty resigned to resume graduate study on a full-time basis.

2. School of Forestry

Mr. Billy John Earley, Instructor of Forestry (part-time), effective January 11, 1972. Mr. Earley resigned to run for public office.

3. Department of Political Science

Mr. David Foster Hales, Assistant Professor of Political Science, effective May 31, 1972. Mr. Hales resigned to resume graduate study on a full-time basis.
4. Student Life Division

Mr. Emerson A. Botkin, Night Maintenance Supervisor, University Center Administration, effective December 6, 1971. Mr. Botkin is accepting other employment.

Mr. Ben K. Burke, Head Chef, University Center Cafeteria, effective October 31, 1971. Mr. Burke is accepting other employment.

Mr. Tony J. Jordan, Vending Route and Repairman, University Center Administration, effective September 30, 1971. Mr. Jordan found the working conditions unsatisfactory.

Mr. Vernon Lee Lane, Store Room Clerk, East College Cafeteria, effective October 31, 1971. Mr. Lane is accepting other employment.

Mrs. Janice Sue McLauchlin, Laboratory Technician, Health Services, effective December 31, 1971. Mrs. McLauchlin is moving from Nacogdoches.

72-34

Upon motion of Regent Perkins, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the following changes in status be approved:

1. Department of Biology

Mr. Byron Van Dover, Assistant Professor of Biology, from a salary rate of $11,500 for nine months to $11,200 for nine months, effective January 1, 1972. Mr. Van Dover failed to complete the requirements for the Ph.D. degree.

2. Department of Chemistry

Mr. Wayne C. Boring, Assistant Professor of Chemistry, from a salary rate of $11,600 for nine months to $11,200 for nine months, effective January 1, 1972. Mr. Boring failed to complete the requirements for the Ph.D. degree.

3. Department of Computer Science

Mrs. Camille Cook Price, Instructor of Computer Science, from a salary rate of $4,500 full-time (Fall Semester) to $1,125 quarter-time, effective Spring Semester, 1972, only.

4. Department of Psychology

Dr. Jerry Neal Lackey, Assistant Professor of Psychology, from a salary rate of $10,400 for nine months to $10,900 for nine months, effective November 1, 1971. The increased
salary reflects the completion of the Ph.D. degree.

5. Department of Speech

Mr. William E. Knabe, Associate Professor of Speech and Head of Department, to Assistant Professor of Speech and Head of Department, effective January 1, 1972. Mr. Knabe failed to complete the requirements for the Ph.D. degree, which is required for the higher rank. No reduction in salary is recommended because of Mr. Knabe's administrative duties as Department Head.

6. Maintenance

Mr. James C. Harkness, Acting Director of Physical Plants at $13,500 for twelve months, to Assistant Plant Superintendent at $12,500 for twelve months, effective January 1, 1972.

7. Student Life Division

Dr. Ralph Bailey, University Physician at a salary of $23,000, to University Physician and Director of University Health Services at a salary of $24,500 for ten and one-half months, effective January 1, 1972.

72-35
Upon motion of Regent Golden, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the following leave of absence be granted:

1. Department of Office Administration

Mr. Marlin Celeste Young, Assistant Professor of Office Administration, for the 1972-73 academic year, in order that he may satisfy the residence requirement for the Ph.D. degree.

72-36
Upon motion of Regent Perkins, seconded by Regent Gray, with all Regents voting aye, it was ordered that the following promotions be approved:

1. Department of Management

Mrs. Janelle C. Ashley from Assistant Professor to Associate Professor of Management, effective January 1, 1972. Salary rate will be $12,500 for nine months. The change in rank and salary reflects the completion of the Ph.D. degree.
2. Student Life Division

Mr. Gerald Lynn Black, from Custodian (hourly) to Catering Supervisor, effective November 1, 1971. Mr. Black is being promoted to fill the position vacated by Edgar Kirby Darnell. The salary rate will be $6,600 for twelve months.

Mr. Winford Earl Boney, from Food Production Supervisor to Head Chef, University Center Cafeteria, effective November 1, 1971. Mr. Boney is being promoted to fill the position vacated by Ben Burke. The salary rate will be $7,600 for twelve months.

Mr. Edgar Kirby Darnell, from Catering Supervisor to Food Production Supervisor, effective November 1, 1971. Mr. Darnell is being promoted to fill the position vacated by W. E. Boney. The salary rate will be $7,000 for twelve months.

72-37

Upon motion of Regent Bergman, seconded by Regent Todd, with all Regents voting aye, it was ordered that the name of Paul S. Wilson, Plant Superintendent, be removed from the faculty and staff list, effective November 30, 1971, and that the following resolution be adopted:

10-6
RESOLUTION OF THE BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY
ADOPTED JANUARY 29, 1972

IN MEMORY OF PAUL S. WILSON

For more than a quarter of a century, Paul S. Wilson's name was inextricably linked with the name and destiny of Stephen F. Austin State University. First as a student, who received both baccalaureate and graduate degrees and concurrently distinguished himself in extra-curricular activities as well, and then as a staff member, who from September 1, 1951, forward directed the complex operations of the physical plant -- as student and official, Mr. Wilson clearly marked innumerable contributions that he made to the continuous growth and general progress of the university. What is perhaps not so clearly delineated, however, is the equally vital service that Mr. Wilson rendered, often out of the public view, in behalf of the university among state and national governing bodies. A distinguished member of the Texas Legislature before joining the staff of the university, Mr. Wilson enjoyed the respect of governmental officials on many levels.

But just as the influence of the university is not confined to its campus, the labors of Mr. Wilson proved beneficial also to the city of Nacogdoches, where he resided and reared his family and where he rendered extensive civic service; to the Deep East Texas area where his roots ran deep; and, indeed, to the nation itself.

It is thus with the deepest admiration of and gratitude for the service of Paul S. Wilson and with a profound sense of personal loss in his untimely death October 23, 1971, that the Board of Regents of Stephen F. Austin State University adopts this memorial resolution.
Upon motion of Regent Todd, seconded by Regent Gray, with all Regents voting aye, it was ordered that the following curriculum items approved by the University undergraduate and graduate curriculum committees be approved:

COURSES ADDED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary Education 332</td>
<td>The Young Child</td>
<td>4</td>
</tr>
<tr>
<td>School Services 320</td>
<td>Legal Aspects of Corrections as they Relate to Rehabilitation</td>
<td>3</td>
</tr>
<tr>
<td>School Services 321</td>
<td>Rehabilitation in Probation and Parole</td>
<td>3</td>
</tr>
<tr>
<td>School Services 322</td>
<td>Rehabilitation: Alcohol and Drug Abuse</td>
<td>3</td>
</tr>
<tr>
<td>School Services SSV 340</td>
<td>The Eye, Its Function and Health</td>
<td>3</td>
</tr>
<tr>
<td>School Services SSV 341</td>
<td>Methods of Communication for the Blind</td>
<td>4</td>
</tr>
<tr>
<td>School Services SSV 392</td>
<td>Social Welfare Legislation</td>
<td>3</td>
</tr>
<tr>
<td>School Services SSV 440</td>
<td>Orientation and Mobility: Principles and Practice</td>
<td>5</td>
</tr>
<tr>
<td>School Services SSV 492</td>
<td>Social Welfare: Services, Policies, Issues, and Programs</td>
<td>3</td>
</tr>
<tr>
<td>Sociology 300</td>
<td>The Criminal Justice System in America</td>
<td>3</td>
</tr>
<tr>
<td>Sociology 301</td>
<td>The Law and Criminal Justice</td>
<td>3</td>
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<tr>
<td>Sociology 302</td>
<td>Criminal and Delinquent Behavior</td>
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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>
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<tbody>
<tr>
<td>Elementary Education 328</td>
<td>The Young Child Learning and the Young Child</td>
<td>328</td>
<td>Kindergarten Education 4</td>
</tr>
<tr>
<td>Elementary Education 331</td>
<td>Short Stories and Dramas</td>
<td>331</td>
<td>Learning and the Young Child 4</td>
</tr>
<tr>
<td>English 231</td>
<td>World Literature: Ancient to the Renaissance</td>
<td>231</td>
<td>World Literature: Since the Renaissance</td>
</tr>
<tr>
<td>English 232</td>
<td>World Literature: Since the Renaissance</td>
<td>232</td>
<td>World Literature: Since the Renaissance</td>
</tr>
<tr>
<td>Forestry 111</td>
<td>Introduction to Forestry</td>
<td>111</td>
<td>Introduction to Forestry</td>
</tr>
<tr>
<td>*Forestry 411</td>
<td>Forest Management</td>
<td>411</td>
<td>Forest Management</td>
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<tr>
<td>*General Business 337</td>
<td>Government Regulation of Business</td>
<td>437</td>
<td>Government Regulation of Business</td>
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*Submitted for Graduate Credit
### COURSES TO BE REVISED:  (Curriculum Committee)  (Continued)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
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<tbody>
<tr>
<td>School Services SSV 290</td>
<td>Introduction to Social Rehabilitation Services</td>
<td>290</td>
<td>Introduction to Social Welfare and Rehabilitation Services</td>
</tr>
<tr>
<td>School Services SSV 381</td>
<td>Methods and Techniques in Social and Rehabilitation Services</td>
<td>381</td>
<td>Methods and Techniques in Social Welfare and Rehabilitation Services</td>
</tr>
<tr>
<td>School Services SSV 385</td>
<td>Supervised Field Study in Social and Rehabilitation Services</td>
<td>385</td>
<td>Supervised Field Experience in Social Welfare and Rehabilitation Services</td>
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<tr>
<td>School Services SSV 386</td>
<td>Seminar in Social and Rehabilitation Services</td>
<td>386</td>
<td>Seminar in Social Welfare and Rehabilitation Services</td>
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<tr>
<td>School Services SSV 403</td>
<td>Internship in Social and Rehabilitation Services</td>
<td>403</td>
<td>Internship in Social Welfare and Rehabilitation Services</td>
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<tr>
<td>School Services SSV 404</td>
<td>Internship in Social and Rehabilitation Services II</td>
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<td>Internship in Social Welfare and Rehabilitation Services II</td>
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### COURSES TO BE DELETED:  (Curriculum Committee)

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<th>Department and Number</th>
<th>Title and Credit</th>
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<tbody>
<tr>
<td>*Elementary Education 461</td>
<td>Creative Arts for Young Children 3</td>
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### COURSES ADDED:  (Graduate Council)

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<th>Title</th>
<th>Hours Credit</th>
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<tr>
<td>Elementary Education 535</td>
<td>Creative Arts for Young Children</td>
<td>3</td>
</tr>
<tr>
<td>History 580</td>
<td>Teaching History at the College Level</td>
<td>3</td>
</tr>
<tr>
<td>Political Science 570</td>
<td>Advanced Research Topics in Political Science</td>
<td>3</td>
</tr>
<tr>
<td>Theatre 534</td>
<td>Dramatic Production</td>
<td>3</td>
</tr>
<tr>
<td>Theatre 557</td>
<td>Dramatic Theory and Criticism</td>
<td>3</td>
</tr>
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</table>

### COURSES TO BE REVISED:  (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
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<tbody>
<tr>
<td>Political Science 503</td>
<td>Seminar in Twentieth Century Political Thought</td>
<td>503</td>
<td>Seminar in Political Thought 3</td>
</tr>
</tbody>
</table>

*Submitted for Graduate Credit*
72-39
Upon motion of Regent Perkins, seconded by Regent Bergman, with all Regents voting aye, it was ordered that permission be granted to petition the Coordinating Board to offer a major in Criminal Justice.

72-40
Upon motion of Regent Tanner, seconded by Regent Todd, with all Regents voting aye, it was ordered that the contract with Kent, Marsellos & Scott for architectural services in the design and supervision of the construction of a physical education complex be approved and the Chairman of the Board 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 Twenty-Ninth day of January in the year Nineteen Hundred and Seventy Two 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 PHYSICAL EDUCATION COMPLEX, 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 shall compensate the Architect in accordance with the Terms and Conditions of this Agreement as follows:

a) For the Architect's Basic Services, as described in Paragraph 1.1; for new work seven percent (7.0%) of the project construction cost; and for remodeling work 1/3 greater or nine and 33/100 percent (9.33%) of the project construction cost; hereinafter referred to as
the Basic Rate, and such other payments and reimbursements as may hereinafter be provided, but all such payments and every payment herein provided shall be from Constitutional Tax Building Funds and other funds available to the Owner for expenditure for the use of Stephen F. Austin State University.

b) For the Architects Additional Services as described in Paragraph 1.3 Compensation for Principals, employees, and consultants time as agreed upon between the Owner and the Architect.

c) For the Architect's Reimbursable Expenses, amounts expended as defined in Article 5.

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.

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 or 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 the final Certificate for Payment is issued to the Owner.

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 for conformance with the Contract Documents 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 specified 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 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. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated.
installed or completed.

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 and review 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 Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.1.22 If Federal Funds are available for the Project the Architect will:

1. Attend a preconstruction conference.

2. Obtain a subcontractor listing from prime contractors for securing clearance for their use from the ROFEC. (This clearance is necessary to assure that subcontractors are not disqualified from participating in Federally assisted construction projects.)
3. Make a site visit at least monthly.

4. If requested by the applicant, prepare and submit a monthly construction report (Exhibit 2) to both the applicant and the ROFEC. (Office of Education and National Institutes of Health projects only.)

5. Prior to final construction inspection by the ROFEC representative, furnish to the applicant a tabulation of as-built building areas consisting of gross area, total assignable area, project assignable area, and instructional and library area.

   (Higher Education projects only.)

6. Make a joint final inspection of construction with the applicant, contractor, ROFEC representative, and a representative of the State agency (if applicable).

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 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 Representatives 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 therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

   10-18-
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.

1.2.4 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 construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

1.3.1 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.2 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.3 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.4 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.
1.3.5 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.6 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.

1.3.7 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.8 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.9 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.10 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

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 repre-
sentative 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, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

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 and completeness 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 The Construction Cost to be used as the basis for determining the Architect's Basic Compensation shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, which 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, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or
3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation 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 including a reasonable allowance for overhead and profit. 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 scope 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 or negotiated proposal, 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 written approval of an increase in such fixed limit, (2) 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 such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation 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 Expense 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 Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

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

5.1.2 Expense of reproduction of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

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 for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total Basic Compensation:

- Design Development Phase: 25%
- Construction Documents Phase: 75%
- Construction Phase: 100%

6.2 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.

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

6.4 If the Project is 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**

**SUCCESSIONS 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

11.1 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 unless the parties mutually agree otherwise. This agreement 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 the date when 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 accordance with applicable law 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
GOVERNING 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 four 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
President of the Board

ATTEST:

Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS–ENGINEERS

By
Partner

APPROVED AS TO FORM:

Assistant Attorney General
Upon motion of Regent Bergman, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the letter of agreement with Texas Power & Light Company for the construction of a substation and an electrical transmission line be approved and the comptroller be authorized to sign the letter of December 16, 1971, which is set forth as follows:
December 16, 1971

Stephen F. Austin State University
Nacogdoches, Texas

Re: Transmission Right of Way (Nacogdoches Loop, East) and Substation Site

Gentlemen:

This will confirm our conversations regarding acquisition by Company of an easement for a transmission right of way and for a substation site across property on the University in Nacogdoches.

It is agreed that the Texas Power & Light Company will extend the channel of Lanana Bayou south from the College Street bridge across the first loop in the creek channel. This will be a distance of approximately 400 to 450 feet of channeling. The channel will be in accordance with the proposed typical channel section that the University has on their master plan. The dirt to be excavated will be used to fill the proposed substation site and the old channel of the creek. Such work will be performed by Company at or just prior to the construction of its substation and transmission line mentioned in the next succeeding paragraph.
In return for the aforesaid work University agrees to furnish the right of way for the proposed transmission line and a site for the proposed substation, to be located across University's property substantially as shown on the map attached hereto as Exhibit A. Upon completion of surveying and location of the line, University agrees to execute an easement for the transmission line substantially on the terms as set forth in the form of easement attached hereto as Exhibit B and an easement for the substation site granting to Company the rights of exclusive use and occupancy.

If this correctly sets forth our agreement, please accept at the place indicated.

Very truly yours,

TEXAS POWER & LIGHT COMPANY

By John B. Robuck,
Vice President - Engineering

ACCEPTED THIS 29 day
of __________, 197_

STEPHEN F. AUSTIN STATE UNIVERSITY

By _______________________

10-33
Upon motion of Regent Bergman, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the depository agreements for March 1, 1972, through August 31, 1973, be approved and the Chairman of the Board authorized to sign the contracts, as follows:
DEPOSITORY CONTRACT

STATE OF TEXAS
COUNTRY OF NACOGDOCHES

WHEREAS, The Lufkin National Bank of Lufkin, Texas, has been duly designated by the Board of Regents of Stephen F. Austin State University of Nacogdoches, Texas, as a depository for funds belonging to Stephen F. Austin State University, and said Board of Regents, acting herein by and through the Chairman and Secretary of said Board thereunto duly authorized, and hereinafter referred to as Board of Regents and the Lufkin National Bank of Lufkin, Texas, a banking corporation, acting herein by and through its proper officers, thereunto duly authorized, and hereinafter called DEPOSITORY, agree that:

I.

In consideration of such designation, the Depository agrees to and with the Board of Regents that it will act as depository for all funds that may be deposited with it by Stephen F. Austin State University of Nacogdoches, Texas, at any time from March 1, 1972, through August 31, 1972.

II.

It is further agreed that the Depository will secure such funds belonging to Stephen F. Austin State University by depositing and pledging bonds or securities acceptable to the State Treasurer, in an amount at all times equal to one hundred per cent of any and all sums of money which may be on deposit with said Depository to the credit of Stephen F. Austin State University and that such securities so pledged shall be deposited with the First City National Bank of Houston, Texas, hereinafter called TRUSTEE. Such securities so deposited with Trustee shall be held under joint Trust Receipt issued by said Trustee in favor of Depository and Board of Regents, the original of such receipt shall be filed with the chief fiscal officer of Stephen F. Austin State University, who shall approve of the release of same.

III.

In the event the Depository named shall be unable to pay or shall fail to pay and satisfy upon presentment for payment any check or draft lawfully drawn upon any existing fund of Stephen F. Austin State University, then the Board of Regents shall have the right and power any time thereafter to procure the entire amount of money then on deposit in said Depository belonging to Stephen F. Austin State University, by forced sale of the collateral pledged, and said Trustee is hereby directed on demand of the Board of Regents to surrender such pledged securities to the Board of Regents, and the Board of Regents is hereby fully
authorized and empowered to proceed with the sale of such securities to the extent necessary to permit the Board of Regents to receive in full its cash balances theretofore in such Depository, and the money derived from such sale shall be the property of Stephen F. Austin State University in an amount equal to the funds of Stephen F. Austin State University in the Depository, and any amount in excess thereof shall be the property of the Depository. Such sales may be public or private and may be made in Nacogdoches, Texas, or elsewhere, at the discretion of the Board of Regents, and shall convey such securities absolutely to the purchaser thereof and no notice of such sale shall be necessary.

IV.

It is agreed that said Depository shall have the privilege of substituting or changing the securities herein pledged as occasion may require, subject, however, to the approval of the Chief Fiscal Officer of the institution or his representative.

V.

It is further agreed herein that the Trustee shall credit to the Depository, the proceeds of interest coupons on such bonds or securities as they become due until otherwise notified by the Board of Regents.

VI.

It is understood that the Trustee shall have no duty to ascertain the amount of funds on deposit by the Board of Regents with the Depository nor the validity or genuineness of securities deposited and that (1) under Article III Trustee has no duty to verify the circumstances but solely to comply with the "demand" of Board of Regents. (2) Depository shall be entitled to income on securities held by Trustee and Trustee may dispose of such income as directed by Depository without approval of the Board of Regents.

VII.

It is further agreed that the Depository shall pay interest on all funds deposited with it as time deposits at the following rates:

<table>
<thead>
<tr>
<th>Deposits of Any Amount</th>
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</thead>
<tbody>
<tr>
<td>(a) Deposits of from 30 to 59 days, interest at 4.25%.</td>
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<td>(b) Deposits of from 60 to 89 days, interest at 4.375%.</td>
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<tr>
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<td>(f) Deposits of from 270 days to one year, interest at 4.875%.</td>
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<tr>
<td>(g) Deposits of from one year and over, interest at 5.00%.</td>
</tr>
</tbody>
</table>
WITNESS OUR HANDS AND OFFICIAL SEAL, this the 29th day of January, 1972.

Attest:

[Signature]
Title

Attest:

[Signature]
Title

Attest:

[Signature]
Title

Approved as to Form:

[Signature]
Title

Lufkin National Bank of Lufkin, Texas
Depository
By: [Signature]
Title

Board of Regents, Stephen F. Austin State University
By: [Signature]
Chairman

First City National Bank of Houston, Texas
Trustee Bank
By: [Signature]
Title

By: [Signature]
Assistant Attorney General of Texas
SUPPLEMENTAL DEPOSITORY CONTRACT

STATE OF TEXAS

COUNTY OF NACOGDOCHES

WHEREAS, The Lufkin National Bank of Lufkin, Texas has executed a depository contract which it is proposing to Stephen F. Austin State University, bearing the date of January 29, 1972, the date on which the depository contract is to be considered by such Board of Regents, and

WHEREAS, the proposed agreement has been revised by the parties in accordance with this agreement when considered in connection with the original contract;

NOW, THEREFORE, the parties do hereby agree as follows:

I.

The rates to be paid on deposits as set forth in paragraph VII will be applicable only during the first three (3) months covered hereby. New rates will be established for each of the following periods:

<table>
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<tr>
<th>Period</th>
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<td>June 1, 1972 through August 31, 1972</td>
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II.

The rates to be paid for time deposits submitted hereunder during each of the periods above designated will be negotiated between the parties, but at the option of the University, will not be fixed at a rate less than the average of the rates paid by the three (3) largest banks in Houston, Texas (First City National Bank, Texas Commerce Bank, and Bank of the Southwest) and the three (3) largest banks in Dallas, Texas (First National Bank, Republic National Bank, and Mercantile National Bank) for similar amounts of money deposited for similar periods of time on the last business day preceding the period involved. Average rates will be rounded to the nearest 1/8 of 1%.
III.

The rate to be determined for time deposits of funds derived from the sale of new bond issues will be negotiated at the time the deposit is tendered but, at the option of the University, the rates to be paid therefore will not be less than the average of the rates paid by the three (3) largest banks in Houston, Texas (First City National Bank, Texas Commerce Bank, and Bank of the Southwest) and the three (3) largest banks in Dallas, Texas (First National Bank, Republic National Bank, and Mercantile National Bank) for similar amounts of money deposited for similar periods of time on the day on which the deposit is proffered, rounded to the nearest 1/8 of 1%.

IV.

All terms and provisions of the original contract, bearing date of January 29, 1972, except insofar as they are herein modified, are in all things ratified and confirmed.

WITNESS OUR HANDS AND OFFICIAL SEAL, this the 29 day of January, 1972.

Attest:

[Signatures]

Title

Approved as to Form:

[Signature]

Assistant Attorney General of Texas
DEPOSITORY CONTRACT

STATE OF TEXAS
COUNTY OF NACOGDOCHES

WHEREAS, The Stone Fort National Bank of Nacogdoches Texas, has been duly designated by the Board of Regents of Stephen F. Austin State University, as a depository for funds belonging to Stephen F. Austin State University of Nacogdoches, Texas, and said Board of Regents, acting herein by and through the Chairman and Secretary of said Board thereunto duly authorized, and hereinafter referred to as Board of Regents and the Stone Fort National Bank of Nacogdoches Texas, a banking corporation, acting herein by and through its proper officers, thereunto duly authorized, and hereinafter called DEPOSITORY, agree that:

I.

In consideration of such designation, the Depository agrees to and with the Board of Regents that it will act as depository for all funds that may be deposited with it by Stephen F. Austin State University of Nacogdoches, Texas, at any time from March 1, 1972 through August 31, 1972.

II.

It is further agreed that the Depository will secure such funds belonging to Stephen F. Austin State University by depositing and pledging bonds or securities acceptable to the State Treasurer, in an amount at all times equal to one hundred per cent of any and all sums of money which may be on deposit with said Depository to the credit of Stephen F. Austin State University and that such securities so pledged shall be deposited with the Republic National Bank of Dallas Texas, hereinafter called TRUSTEE. Such securities so deposited with Trustee shall be held under joint Trust Receipt issued by said Trustee in favor of Depository and Board of Regents, the original of such receipt shall be filed with the chief fiscal officer of Stephen F. Austin State University, who shall approve of the release of same.

III.

In the event the Depository named shall be unable to pay or shall fail to pay and satisfy upon presentment for payment any check or draft lawfully drawn upon any existing fund of Stephen F. Austin State University, then the Board of Regents shall have the right and power any time thereafter to procure the entire amount of money then on deposit in said Depository belonging to Stephen F. Austin State University, by forced sale of the collateral pledged, and said Trustee is hereby directed on demand of the Board of Regents to surrender such pledged securities to the Board of Regents, and the Board of Regents is hereby fully
authorized and empowered to proceed with the sale of such securities to the extent necessary to permit the Board of Regents to receive in full its cash balances theretofore in such Depository, and the money derived from such sale shall be the property of Stephen F. Austin State University in an amount equal to the funds of Stephen F. Austin State University in the Depository, and any amount in excess thereof shall be the property of the Depository. Such sales may be public or private and may be made in Nacogdoches, Texas, or elsewhere, at the discretion of the Board of Regents, and shall convey such securities absolutely to the purchaser thereof and no notice of such sale shall be necessary.

IV.

It is agreed that said Depository shall have the privilege of substituting or changing the securities herein pledged as occasion may require, subject, however, to the approval of the Chief Fiscal Officer of the institution or his representative.

V.

It is further agreed herein that the Trustee shall credit to the Depository, the proceeds of interest coupons on such bonds or securities as they become due until otherwise notified by the Board of Regents.

VI.

It is understood that the Trustee shall have no duty to ascertain the amount of funds on deposit by the Board of Regents with the Depository nor the validity or genuineness of securities deposited and that (1) under Article III Trustee has no duty to verify the circumstances but solely to comply with the "demand" of Board of Regents. (2) Depository shall be entitled to income on securities held by Trustee and Trustee may dispose of such income as directed by Depository without approval of the Board of Regents.

VII.

It is further agreed that the Depository shall pay interest on all funds deposited with it as time deposits at the following rates:

**Deposits of Any Amount**

- (a) Deposits of from 30 to 59 days, interest at 4.25%.
- (b) Deposits of from 60 to 89 days, interest at 4.375%.
- (c) Deposits of from 90 to 120 days, interest at 4.50%.
- (d) Deposits of from 121 to 179 days, interest at 4.625%.
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- (f) Deposits of from 270 days to one year, interest at 4.875%.
- (g) Deposits of from one year and over, interest at 5.00%.

-2-
WITNESS OUR HANDS AND OFFICIAL SEAL, this the 29th day of January, 1972.

Attest:

[Signature]

Attest:

[Signature]

Attest:

[Signature]

Approved as to Form:

[Signature]

THE STONE FORT NATIONAL BANK
Depository

By: E. W. Monk, President

Board of Regents, Stephen F. Austin State
University

By: K. E. M. [Signature]

Chairman

REPUBLIC NATIONAL BANK
Trustee Bank

By: [Signature]

V. P. [Signature]

Assistance Attorney General of Texas
SUPPLEMENTAL DEPOSITORY CONTRACT

STATE OF TEXAS

COUNTY OF NACOGDOCHES

WHEREAS, The Stone Fort National Bank of Nacogdoches, Texas has executed a depository contract which it is proposing to Stephen F. Austin State University, bearing the date of January 29, 1972, the date on which the depository contract is to be considered by such Board of Regents, and

WHEREAS, the proposed agreement has been revised by the parties in accordance with this agreement when considered in connection with the original contract;

NOW, THEREFORE, the parties do hereby agree as follows:

I.

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II.

The rates to be paid for time deposits submitted hereunder during each of the periods above designated will be negotiated between the parties, but at the option of the University, will not be fixed at a rate less than the average of the rates paid by the three (3) largest banks in Houston, Texas (First City National Bank, Texas Commerce Bank, and Bank of the Southwest) and the three (3) largest banks in Dallas, Texas (First National Bank, Republic National Bank, and Mercantile National Bank) for similar amounts of money deposited for similar periods of time on the last business day preceding the period involved. Average rates will be rounded to the nearest 1/8 of 1%.
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The rate to be determined for time deposits of funds derived from the sale of new bond issues will be negotiated at the time the deposit is tendered but, at the option of the University, the rates to be paid therefore will not be less than the average of the rates paid by the three (3) largest banks in Houston, Texas (First City National Bank, Texas Commerce Bank, and Bank of the Southwest) and the three (3) largest banks in Dallas, Texas (First National Bank, Republic National Bank, and Mercantile National Bank) for similar amounts of money deposited for similar periods of time on the day on which the deposit is proffered, rounded to the nearest 1/8 of 1%.

IV.

All terms and provisions of the original contract, bearing date of January 29, 1972, except insofar as they are herein modified, are in all things ratified and confirmed.

WITNESS OUR HANDS AND OFFICIAL SEAL, this the 29 day of January 1972.

Attest:

[Signature]

Title

The Stone Fort National Bank, Nacogdoches Depository

By: [Signature]

Title

Attest:

[Signature]

Title

Board of Regents, Stephen F. Austin State University

By: [Signature]

Chairman

Approved as to Form:

[Signature]

Assistant Attorney General of Texas
DEPOSITORY CONTRACT

STATE OF TEXAS

COUNTY OF NACOGDOCHES

WHEREAS, The Fredonia State Bank of Nacogdoches, Texas, has been duly designated by the Board of Regents of Stephen F. Austin State University, as a depository for funds belonging to Stephen F. Austin State University of Nacogdoches, Texas, and said Board of Regents, acting herein by and through the Chairman and Secretary of said Board thereunto duly authorized, and hereinafter referred to as Board of Regents and the Fredonia State Bank of Nacogdoches, Texas, a banking corporation, acting herein by and through its proper officers, thereunto duly authorized, and hereinafter called DEPOSITORY, agree that:

I.

In consideration of such designation, the Depository agrees to and with the Board of Regents that it will act as depository for all funds that may be deposited with it by Stephen F. Austin State University of Nacogdoches, Texas, at any time from March 1, 1972 through August 31, 1972.

II.

It is further agreed that the Depository will secure such funds belonging to Stephen F. Austin State University by depositing and pledging bonds or securities acceptable to the State Treasurer, in an amount at all times equal to one hundred per cent of any and all sums of money which may be on deposit with said Depository to the credit of Stephen F. Austin State University and that such securities so pledged shall be deposited with the First City National Bank of Houston, Texas, hereinafter called TRUSTEE. Such securities so deposited with Trustee shall be held under joint Trust Receipt issued by said Trustee in favor of Depository and Board of Regents, the original of such receipt shall be filed with the chief fiscal officer of Stephen F. Austin State University, who shall approve of the release of same.

III.

In the event the Depository named shall be unable to pay or shall fail to pay and satisfy upon presentment for payment any check or draft lawfully drawn upon any existing fund of Stephen F. Austin State University, then the Board of Regents shall have the right and power any time thereafter to procure the entire amount of money then on deposit in said Depository belonging to Stephen F. Austin State University, by forced sale of the collateral pledged, and said Trustee is hereby directed on demand of the Board of Regents to surrender such pledged securities to the Board of Regents, and the Board of Regents is hereby fully
authorized and empowered to proceed with the sale of such securities to the extent necessary to permit the Board of Regents to receive in full its cash balances theretofore in such Depository, and the money derived from such sale shall be the property of Stephen F. Austin State University in an amount equal to the funds of Stephen F. Austin State University in the Depository, and any amount in excess thereof shall be the property of the Depository. Such sales may be public or private and may be made in Nacogdoches, Texas, or elsewhere, at the discretion of the Board of Regents, and shall convey such securities absolutely to the purchaser thereof and no notice of such sale shall be necessary.

IV.

It is agreed that said Depository shall have the privilege of substituting or changing the securities herein pledged as occasion may require, subject, however, to the approval of the Chief Fiscal Officer of the institution or his representative.

V.

It is further agreed herein that the Trustee shall credit to the Depository, the proceeds of interest coupons on such bonds or securities as they become due until otherwise notified by the Board of Regents.

VI.

It is understood that the Trustee shall have no duty to ascertain the amount of funds on deposit by the Board of Regents with the Depository nor the validity or genuineness of securities deposited and that (1) under Article III Trustee has no duty to verify the circumstances but solely to comply with the "demand" of Board of Regents. (2) Depository shall be entitled to income on securities held by Trustee and Trustee may dispose of such income as directed by Depository without approval of the Board of Regents.

VII.

It is further agreed that the Depository shall pay interest on all funds deposited with it as time deposits at the following rates:

<table>
<thead>
<tr>
<th>Deposits of Any Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Deposits of from 30 to 59 days, interest at 4.25%.</td>
</tr>
<tr>
<td>(b) Deposits of from 60 to 89 days, interest at 4.375%.</td>
</tr>
<tr>
<td>(c) Deposits of from 90 to 120 days, interest at 4.50%.</td>
</tr>
<tr>
<td>(d) Deposits of from 121 to 179 days, interest at 4.625%.</td>
</tr>
<tr>
<td>(e) Deposits of from 180 to 270 days, interest at 4.75%.</td>
</tr>
<tr>
<td>(f) Deposits of from 270 days to one year, interest at 4.875%.</td>
</tr>
<tr>
<td>(g) Deposits of from one year and over, interest at 5.00%.</td>
</tr>
</tbody>
</table>
WITNESS OUR HANDS AND OFFICIAL SEAL, this the 29th day of January 1972.

Attest:

Charles R. Faye
Cashier

Attest:

J. H. Ham
Sec.

Attest:

W. E. Peters, Asst. Cash

Approved as to Form:

By: John Reeves
Assistant Attorney General of Texas

FREDONIA STATE BANK
Depository

By: Harry C. Hefley
Vice Pres.

Board of Regents, Stephen F. Austin State University

By: R. E. Miller
Chairman

FIRST CITY NATIONAL BANK of HOUSTON
HOUSTON, TEXAS

By: Donald L. Fordham
Asst. Vice President

Trustee Bank
SUPPLEMENTAL DEPOSITORY CONTRACT

STATE OF TEXAS
COUNTY OF NACOGDOCHES

WHEREAS, The Fredonia State Bank of Nacogdoches Texas has executed a depository contract which it is proposing to Stephen F. Austin State University, bearing the date of January 29, 1972, the date on which the depository contract is to be considered by such Board of Regents, and

WHEREAS, the proposed agreement has been revised by the parties in accordance with this agreement when considered in connection with the original contract;

NOW, THEREFORE, the parties do hereby agree as follows:

I.

The rates to be paid on deposits as set forth in paragraph VII will be applicable only during the first three (3) months covered hereby. New rates will be established for each of the following periods:

June 1, 1972 through August 31, 1972
September 1, 1972 through November 30, 1972
December 1, 1972 through February 28, 1973
March 1, 1973 through May 31, 1973
June 1, 1973 through August 31, 1973

II.

The rates to be paid for time deposits submitted hereunder during each of the periods above designated will be negotiated between the parties, but at the option of the University, will not be fixed at a rate less than the average of the rates paid by the three (3) largest banks in Houston, Texas (First City National Bank, Texas Commerce Bank, and Bank of the Southwest) and the three (3) largest banks in Dallas, Texas (First National Bank, Republic National Bank, and Mercantile National Bank) for similar amounts of money deposited for similar periods of time on the last business day preceding the period involved. Average rates will be rounded to the nearest 1/8 of 1%. 
III.

The rate to be determined for time deposits of funds derived from the sale of new bond issues will be negotiated at the time the deposit is tendered but, at the option of the University, the rates to be paid therefor will not be less than the average of the rates paid by the three (3) largest banks in Houston, Texas (First City National Bank, Texas Commerce Bank, and Bank of the Southwest) and the three (3) largest banks in Dallas, Texas (First National Bank, Republic National Bank, and Mercantile National Bank) for similar amounts of money deposited for similar periods of time on the day on which the deposit is proffered, rounded to the nearest 1/8 of 1%.

IV.

All terms and provisions of the original contract, bearing date of January 29, 1972, except insofar as they are herein modified, are in all things ratified and confirmed.

WITNESS OUR HANDS AND OFFICIAL SEAL, this the 29 day of January, 1972.

Attest:

[Signature]

Title

The Fredonia State Bank, Nacogdoches
Depository

By:

[Signature]

Title

Board of Regents, Stephen F. Austin State University

By:

[Signature]

Chairman

Approved as to Form:

By:

[Signature]

Assistant Attorney General of Texas
Upon motion of Regent Bergman seconded by Regent Perkins, with all Regents voting aye, it was resolved that should a depository refuse to accept the deposit of certificates of deposit in accordance with the contract, that such action would be interpreted as a basis for the termination of the contract.

Upon motion of Regent Tanner, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the Highway Department be granted an easement of approximately twenty feet on the north side of FM 1878 (Starr Avenue) from University Drive to FM 1411 for the purpose of making FM 1878 into a four-lane road. Said easement described as follows:
STATE OF TEXAS
COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS:

That Stephen F. Austin State University of the County of Nacogdoches, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of $0.00 to Grantors in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents grant, bargain, sell and convey unto the State of Texas, an easement for highway purposes of laying out, opening, constructing, operating, maintaining and reconstructing a highway facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the following described property in the County of Nacogdoches, State of Texas, and being more particularly described as follows, to wit:

Parcel No. 1

Being part of a tract of land that was conveyed to The State of Texas by Thomas C. Hogan, et al by Judgement, Cause No. 4947, as recorded in Volume 7, page 529-532 of the Civil Minutes of Nacogdoches County, Texas and by condemnation proceeding filed with the Judge of the County Court of Nacogdoches County, Texas dated July 11, 1969 and recorded in Volume 356, page 537 of the Deed Records of Nacogdoches County, Texas. Said tract being located approximately 2 miles Northeast from the Courthouse on the North side of F.M. 1878 in the Antonio Arriola Survey, Abstract No. 5f the parcel herein conveyed being thus described;

BEGINNING at a point on the present North right of way line of F.M. 1878, said point being on the proposed North right of way line of F.M. 1878 and 65 feet from and perpendicular to Engineers Station 21+84.00;

THENCE N 84°21' E along the proposed North right of way line of F.M. 1878 for a distance of 616.02 feet to a point 70 feet from and perpendicular to Engineers Station 28+00;

THENCE N 87°14' E along the proposed North right of way line of F.M. 1878 for a distance of 356.17 feet to a point 55 feet from and perpendicular to Engineers Station 31+55.85;

THENCE N 74°44' E along the proposed North right of way line of F.M. 1878 for a distance of 132.23 feet to a point 65 feet from and perpendicular to Engineers Station 33+00;

THENCE N 69°32' E along the proposed North right of way line of F.M. 1878 for a distance of 164.79 feet to a point 55 feet from and perpendicular to Engineers Station 34+80, said point being on the present North right of way line of F.M. 1878;

THENCE S 20°55' W along said present North right of way line of F.M. 1878 for a distance of 23.95 feet to a point 40 feet from and perpendicular to Engineers Station 34+60, said point being in a curve to the right having a radius of 676.20 ft.;

THENCE around said curve along the present North right of way line, for a distance of 286.93 feet (chord distance of 285.01 ft. at S 72°39' W), keeping 40 feet from and
parallel to the present centerline to Engineers Station 31+55.85, the end of said curv
THENCE S 83°01' W along the present North right of way line of P.M. 1878 for a
distance of 555.85 feet, keeping 40 feet from and parallel to the present centerline
of P.M. 1878 to a point 40 feet from and perpendicular to Engineers Station 23+00;
THENCE N 83°01' W along the present North right of way line of P.M. 1878 for a
distance of 118.86 feet to the place of BEGINNING. Containing 0.69 acre.

In consideration of the granting of this Right-of-Way Easement the Grantees agree to:
(1) widen the road as proposed; (2) install curb and gutter; (3) take all necessary
water control and drainage measures; and (4) replace the four-wire wood post fence
along the University property.

All such improvements being done at no cost to the University.

And for the same consideration described above and upon the same conditions, the
Grantors have this day granted and conveyed, and by these presents do grant and
convey unto the State of Texas any and all improvements presently existing upon the
above described property; SAVE AND EXCEPT, HOWEVER, it is expressly understood and
agreed that Grantors are retaining title to the following improvements located on
the above described property, to wit:

Grantors covenant and agree to remove the above described improvements from said land
by __________________, 19_____, subject, however, to such extensions of time
as may be granted by the State in writing; and if, for any reason, Grantors fail or
refuse to remove same within said period of time prescribed, then, without any further
consideration, the title to all or any part of such improvements not so removed shall
pass to and vest in the State of Texas forever.

It is hereby understood and by the acceptance of this instrument it is recognized
that Grantors retain title to all of the oil, gas, sulphur and other mineral interests
in and under said land, but waive any and all rights of ingress and egress to the
surface thereof for the purpose of exploring, developing, mining or drilling for the
same; provided, however, that operations for exploration or recovery of any such
minerals shall be permissible so long as all surface operations in connection there-
with are located at a point outside of the above described property, and upon the
condition that none of such operations shall be conducted so near the surface of said
land as to interfere with the intended use thereof or in any way interfere with,
jeopardize, or endanger the facilities of the State Highway Department or create a
hazard to the public users thereof; it being intended, however, that nothing herein
shall affect the rights of the State to take and use without additional compensation
any water, stone, earth, gravel, caliche, iron ore gravel or any other road building
materials upon, in and under said land for the construction and maintenance of the
State Highway System of Texas.

10-52
TO HAVE AND TO HOLD said easement together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said State of Texas forever.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 29th day of January, 1972.

Stephen F. Austin State University

By: C. G. Haas, Comptroller

Authorized by Board of Regents in session January 29, 1972.

By: C. G. Haas, Secretary to Board of Regents

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

County of NACOGDOCHES

Before me, the undersigned authority, a notary public in and for said County and State, on this day personally appeared C. G. Haas, known to me (or proved to me on the oath of , a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 29th day of January, 1972.

Notary Public in and for Nacogdoches County, Texas.

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS

County of

Before me, a notary public in and for said County and State, on this day personally appeared , wife of , known to me (or proved to me on the oath of , a credible witness) to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the day of 19....

Notary Public in and for County, Texas.
COUNTY OF ____________________________

BEFORE ME, the undersigned authority, a notary public in and for ___________ County, Texas, on this day personally appeared ___________, of ________, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _________________, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the _________ day of ___________, 19______

Notary Public in and for ____________________________, County, Texas.

ENDORSEMENTS

THE STATE OF TEXAS, County of ____________________________

I, _________________________________________, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the ______ day of ___________, A. D. 19_______ with its authentication, was filed for record in my office on the ______ day of ___________, A. D. 19_______ at ___________ o'clock ___________ M., and duly recorded this the ______ day of ___________, A. D. 19_______ at ___________ o'clock ___________ M., in the Deed Records of said County, in Volume ___________ on Page ___________.

Witness my hand and the seal of the County Court of said County, at office in Texas, the day and year last above written.

Clerk of Court, ____________________________ County, Texas.

By ____________________________ Deputy.

10-54
72-45
Upon motion of Regent Todd, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the University be authorized to pay from unrestricted gift funds an amount equal to ten cents (10¢) per student (headcount enrollment) for the Fall 1971 Semester to the Council of Governing Boards of the Boards of Regents of the State Supported Colleges and Universities of Texas.

72-46
Upon motion of Regent Bergman, seconded by Regent Gray, with all Regents voting aye, it was ordered that the following Resolution be adopted:

BE IT RESOLVED by the Board of Regents of Stephen F. Austin State University that the Comptroller (senior financial officer) be and hereby is authorized and directed to proceed with the planning and to take all action appropriate or necessary for (1) the refunding of the outstanding bonds of the Board payable from the tax levied pursuant to Article VII, Section 17 of the Constitution, and (2) the issuance of additional bonds payable from such tax within the allocations made by the Comptroller of Public Accounts of the State of Texas, such planning and execution to be in cooperation with the other institutions of higher learning participating in such tax.

72-47
Upon motion of Regent Perkins, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the Student Building Use Fee be increased to $50 for a fall or spring semester effective in the Fall Semester of 1972, and that the said fee be increased for a summer six-week term to $25, and that the fee be apportioned by semester credit hours according to the following schedule:

<table>
<thead>
<tr>
<th>Number of Semester Credit Hours</th>
<th>Building Use Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fall or Spring</td>
</tr>
<tr>
<td>1</td>
<td>$14.00</td>
</tr>
<tr>
<td>2</td>
<td>14.00</td>
</tr>
<tr>
<td>3</td>
<td>19.00</td>
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<tr>
<td>4</td>
<td>22.00</td>
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<tr>
<td>5</td>
<td>26.00</td>
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<tr>
<td>6</td>
<td>29.00</td>
</tr>
<tr>
<td>7</td>
<td>33.00</td>
</tr>
<tr>
<td>8</td>
<td>36.00</td>
</tr>
<tr>
<td>9</td>
<td>40.00</td>
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<tr>
<td>10</td>
<td>43.00</td>
</tr>
<tr>
<td>11</td>
<td>47.00</td>
</tr>
<tr>
<td>12</td>
<td>50.00</td>
</tr>
<tr>
<td>All over 12</td>
<td>Same</td>
</tr>
</tbody>
</table>
Upon motion of Regent Bergman, seconded by Regent Golden, with all Regents voting aye, it was ordered that any University employee who files for public office must submit his resignation before filing, if his election to such office would require his resignation.

The next meeting date was set for March 7, 1972, at 1:00 p.m., in the office of McCall, Parkhurst & Horton in Dallas, for the purpose of executing the sale of bonds on the Library, contracting for the construction thereof, and such other matters as may be set forth on the agenda at that time.

C. G. Haas
Secretary