MINUTES OF THE MEETING OF THE BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD AT HOUSTON, TEXAS

July 29, 1972
VOLUME NO. 14

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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., July 29, 1972.

PRESENT:

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

ABSENT: None

PRESENT: C. G. Haas, Secretary

Dr. R. W. Steen, President of the University
72-88
Upon motion of Regent Gray, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the minutes of the meetings of April 15, 1972, and June 16, 1972, be approved.

72-89
Upon motion of Regent Todd, seconded by Regent Perkins, with eight members voting aye and Regent Bergman abstaining, it was ordered that the following individuals be employed for the positions, dates and salaries indicated:

1. Department of Art

Mrs. Susan J. Bryan, 28, M.F.A. (Stephen F. Austin State University), Teaching Intern in Art, at a salary rate of $7,000 for nine months, effective Fall Semester, 1972. This is a temporary non-renewable nine-months contract.

2. Department of Biology

Mr. Avin Scott Brownlee, 29, N.C.S. (University of Mississippi), Instructor of Biology at a salary rate of $10,000 for nine months, effective Fall Semester, 1972. This is a temporary non-renewable nine-months contract.

3. Department of Communication

Mr. Robert T. Ramsey, 30, M.A. (Stephen F. Austin State University), Assistant Professor of Communication at a salary rate of $10,500 for nine months, effective Fall Semester, 1972.

4. Department of Computer Science

Mr. Jerald Lester Ripley, 32, M.A. (Oklahoma University), Assistant Professor of Computer Science at a salary rate of $10,500 for nine months, effective Fall Semester, 1972.

5. Department of Economics

Dr. E. Wayne Murdock, 40, Ph.D. (University of Oklahoma), Assistant Professor of Economics at a salary rate of $12,500 for nine months, effective Fall Semester, 1972.

6. Department of Elementary Education

Miss Claudia Beth Pinkard, 23, M.S. (Florida State University), Instructor of Elementary Education at a salary rate of $7,800 for nine months, effective Fall Semester, 1972.
Mrs. Rebecca Ann Sartin, 25, B.S. (North Texas State University), Instructor of Elementary Education at a salary rate of $8,300 for nine months, effective Fall Semester, 1972.

Miss Jean Marie McMahon, 22, B.S. (Texas Christian University), Associate Teacher, University Kindergarten, at a salary rate of $3,600 for nine months, effective Fall Semester, 1972. This is a temporary non-renewable nine-months contract.

7. Department of English and Philosophy

Mrs. Carolyn Stokes Foster, 41, M.A. (University of Iowa), Instructor of English at a salary rate of $4,000 for the Fall Semester, 1972, only.

Mr. Jerry Marvin Self, 34, Th.D. (Southwestern Baptist Theological Seminary), Lecturer (Part-time) in Philosophy at a salary rate of $400 for the Fall Semester, 1972, only.

Miss Naciye Yildiz Guleryuzlu, 28, B.A. (University of South Dakota), Graduate Intern in English at a salary rate of $5,400 for nine months, effective Fall Semester, 1972. This is a temporary non-renewable nine-months contract.

8. School of Forestry

Mr. Billy J. Earley, 36, L.L.B. (University of Texas), Lecturer (1/4 time) in Forestry, effective Fall Semester, 1972, only, at a salary rate of $1,150 for the semester.

Mr. Michael S. Fountain, 25, M.S.F. (Stephen F. Austin State University), Instructor (Part-time) in Forestry at a salary rate of $5,600 for nine months, effective Fall Semester, 1972. This is a temporary non-renewable nine-months contract.

Mr. Robert Montague Whiting, Jr., 34, M.S. (University of Arizona), Instructor (Part-time) in Forestry at a salary rate of $5,600 for nine months, effective Fall Semester, 1972. This is a temporary non-renewable nine-months contract.

9. Department of Health and Physical Education

Miss Dorothy Ellen Allen, 35, M.Ed. (Sam Houston State University), Assistant Professor of Women's Health and Physical Education at a salary rate of $12,000 for nine months, effective Fall Semester, 1972.

Miss Suzanne Kay Schrader, 31, M.S. (Southern Illinois University), Assistant Professor of Women's Health and Physical Education at a salary rate of $8,500 for nine months, effective Fall Semester, 1972.
10. Department of History

Dr. Douglas F. McMillan, 31, Ph.D. (University of New Mexico), Assistant Professor of History at a salary rate of $11,600 for nine months, effective Fall Semester, 1972.

11. Department of Mathematics

Mr. Ralph Charles DeBoard, 26, M.S. (Wright State University), Instructor of Mathematics at a salary rate of $7,750 for nine months, effective Fall Semester, 1972. This is a temporary non-renewable nine-months contract.

Mr. Barry Lynn Olson, 23, M.S. (South Dakota School of Mines and Technology), Instructor of Mathematics at a salary rate of $7,750 for nine months, effective Fall Semester, 1972. This is a temporary non-renewable nine-months contract.

12. Department of Office Administration

Dr. Kenneth I. Durr, 56, Ed.D. (Indiana University), Associate Professor of Office Administration at a salary rate of $13,500 for nine months, effective Fall Semester, 1972.

Mrs. Margaret Sue Squier, 47, M.B.E. (Stephen F. Austin State University), Instructor of Office Administration at a salary rate of $7,500 for nine months, effective Fall Semester, 1972. This is a temporary non-renewable nine-months contract.

13. Department of Political Science

Dr. Pamela Reynolds Lee, 29, Ph.D. (University of Maryland), Assistant Professor of Political Science at a salary rate of $10,500 for nine months, effective Fall Semester, 1972.

14. Department of Psychology

Mr. John David Elkins, 25, M.A. (Stephen F. Austin State University), Graduate Intern in Psychology at a salary rate of $7,200 for nine months, effective Fall Semester, 1972. This is a temporary non-renewable nine-months contract.

15. Department of School Services

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

Mr. Frederick J. Hicks, 51, M.S.W. (Our Lady of the Lake), Assistant Professor of School Services, at a salary rate of $10,125 for nine months, effective August 1, 1972.
16. Department of Sociology

Miss Roberta Lee McGonagle, 31, M. A. (University of California-Davis), Instructor of Sociology at a salary rate of $9,500 for nine months, effective Fall Semester, 1972.

Dr. Frank R. Prassel, 35, Ph.D. (University of Texas-Austin), Associate Professor of Sociology at a salary rate of $13,600 for nine months, effective Fall Semester, 1972.

17. University Farm

Mr. Jimmy L. Upchurch, 26, B.S. (Stephen F. Austin State University), Manager-Operator at a salary rate of $5,250 for twelve months, effective April 10, 1972.

18. Student Life Division

Mr. James C. Calahan, 43, M. Ed. (Stephen F. Austin State University), Associate Dean for University Regulations, at a salary rate of $13,500 for twelve months, effective September 1, 1972.

Mr. Paul White Harris, 29, Ed.D. (East Texas State University), Dean of Student Development, at a salary rate of $15,00 for twelve months, effective August 1, 1972.

Mr. William A. Hill, 23, Patrolman, Traffic and Security, at a salary rate of $6,000 for twelve months, effective May 1, 1972.

Mr. James C. McGaughey, 25, B.S.E. (Stephen F. Austin State University), Patrolman, Traffic and Security, at a salary rate of $6,000 for twelve months, effective June 5, 1972.

19. University Computer Center

Mr. Ben Patton Covin, 22, B.S. (Stephen F. Austin State University), Programmer, Computer Center, at a salary rate of $7,500 for twelve months, effective June 1, 1972.

72-90

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

1. Department of Biology

Mrs. Annette S. Dawson, Instructor (Part-time) of Biology, effective May 31, 1972. Mrs. Dawson was a temporary employee and has completed her contract.
2. Department of Computer Science

Mrs. Camille Cook Price, Instructor of Computer Science, effective May 31, 1972. Mrs. Price was a temporary employee and has completed her contract.

3. Department of Elementary Education

Mrs. Ann-Marta Strybos, University Kindergarten Teacher, effective May 17, 1972. Mrs. Strybos has moved from this area.

4. Department of English

Mrs. Kathryn Dobbs Morris, Instructor of English, effective May 31, 1972. Mrs. Morris is leaving this area.

5. School of Forestry

Mr. Earnest A. Golden, Lecturer (1/4 time) in Forestry, effective September 1, 1972. The course taught by Mr. Golden will not be offered in the 1972-73 academic year.

Mr. James W. Martin, Instructor (Part-time) of Forestry, effective August 31, 1972. Mr. Martin will be attending Texas A&M University on the joint doctoral program.

Dr. Harry V. Want, Jr., Professor of Forestry and Assistant Dean, effective August 31, 1972. Dr. Want is leaving this area.

6. Department of Health and Physical Education (Women)

Miss Gladie Mae Daniels, Instructor of Women's Health and Physical Education, effective May 13, 1972. Miss Daniels has accepted other employment.

Miss Charme Muddleston, Instructor of Women's Health and Physical Education, effective May 13, 1972. Miss Muddleston plans to continue study toward the doctoral degree.

Miss Carolyn Joyce Miller, Instructor of Women's Health and Physical Education, effective May 13, 1972. Miss Miller was a temporary employee and has completed her contract.

Miss Jane Shannon Osborne, Instructor of Women's Health and Physical Education, effective May 13, 1972. Miss Osborne will enter Vanderbilt School of Nursing.

7. Department of Health and Physical Education (Men)
Dr. Charles O. Dotson, Associate Professor of Men's Health and Physical Education, effective August 31, 1972. Dr. Dotson has accepted other employment.

8. Department of History

Dr. Dewitt Samuel Chandler, Assistant Professor of History, effective May 31, 1972. Dr. Chandler has accepted other employment.

9. Department of Psychology

Mr. Jerry Duane Williams, Graduate Intern in Psychology, effective May 31, 1972. Mr. Williams was a temporary employee and has completed his contract.

10. Library

Mrs. Sarah Jane Lee, Assistant Documents Librarian, effective July 13, 1972. Mrs. Lee has accepted other employment.

Miss Gloria B. White, Periodicals Librarian, effective May 31, 1972. Miss White resigned for personal reasons.

11. University Farm

Mr. Asa Edward McClendon, Dairy Farm Manager, effective February 29, 1972. Mr. McClendon resigned for personal reasons.

12. Student Life Division

Mr. Grover Kenneth Birdsong, Patrolman, Traffic and Security, effective April 22, 1972. Mr. Birdsong is accepting other employment.

Mr. James A. Fletcher, Patrolman, Traffic and Security, effective May 31, 1972. Mr. Fletcher is resigning due to illness.

Mr. Frank Earl Manion, Vending Route Man, University Center Administration, effective May 4, 1972. Mr. Manion moved to Indiana.

72-91
Upon motion of Regent Bergman, seconded by Regent Maness, with all Regents voting aye, it was ordered that the following changes in status be approved:

1. Department of Agriculture

Dr. Thurman T. Thomas, Assistant Professor of Agriculture, employed on research project (50%) from June 1 to August 31, 1972.
2. Department of Biology

Dr. Charles D. Fisher, Assistant Professor of Biology, to Trinity River Grant for first summer session.

Dr. William W. Gibson, Professor of Biology, appointed (50%) first summer term to replace Dr. Burr who is ill.

Dr. Harry S. McDonald, Professor of Biology, appointed (50%) second summer term to replace Dr. Burr who is ill.

Dr. Elray S. Nixon, Associate Professor of Biology, appointed (50%) Associate Professor of Biology and (50%) Trinity River Project for the first summer term.

3. Department of Economics

Dr. Thomas K. Hunter, Associate Professor of Economics, from 100% teaching in second summer term to resignation to accept faculty research grant.

Dr. E. Dwayne Key, Assistant Professor of Economics, appointed (50%) second summer term to replace Dr. Hunter.

Dr. Milton D. Stewart, Jr., Assistant Professor of Economics, appointed (50%) second summer term to replace Dr. Hunter.

4. Department of Elementary Education

Mrs. Patricia Ann Elkins, Instructor of Elementary Education, appointed second summer term.

Mrs. Mary E. Penney, Assistant Professor (visiting) of Elementary Education, appointed for first summer term to replace Dr. Beverly Young who resigned from summer teaching for personal reasons.

Mrs. Rebecca Ann Sartin, Instructor, University Kindergarten, appointed (50%) for second summer term.

5. Department of English

Dr. Leonard A. Cheever, Assistant Professor of English, from 100% teaching in first and second summer terms to 100% teaching first summer term only. Dr. Cheever has accepted a Fulbright Professorship in Argentina, beginning July 15, 1972.

Dr. Alfred S. Shivers, Professor of English, from 100% teaching for first and second summer terms to 100% teaching first term and 50% teaching second term.

Mr. Robert Lane Verner, Assistant Professor of English, appointed for 100% second summer term to replace Dr. Leonard A. Cheever.
6. School of Forestry

Dr. Jack E. Coster, Assistant Professor of Forestry, from 50% Forestry teaching and 50% Forestry research to 50% Forestry teaching, 25% Forestry research and 25% Trinity River Project-Director, effective June 1, 1972.

Dr. James Robert Singer, Assistant Professor of Forestry, on leave without pay from June 5 through July 15, 1972, in order to accept FAO assignment in Yugoslavia.

Mr. George Kennedy Stephenson, Editor of Forestry Publications, from one-fourth time to one-third time, effective Fall Semester, 1972.

Mr. Richard Larry Willett, Instructor of Forestry, appointed to Trinity River Project, effective May 15, 1972.

7. Department of General Business

Mr. Thomas D. Rorie, Assistant Professor of General Business, appointed for 100% second summer term.

8. Department of Geology

Mr. Martin J. Deuth, Instructor of Geology, appointed for 50% first summer term to replace Dr. Hershel Jones who has been transferred to the Trinity River Project.

Mr. Boyd V. Dreyer, Instructor of Geology, appointed as consultant to Trinity River Project, effective June 14, 1972.

Dr. Volker W. Gobel, Assistant Professor of Geology, appointed 50% for first summer term to replace Dr. Jerry Vincent who resigned his summer appointment for personal reasons.

Dr. Hershel L. Jones, Assistant Professor of Geology, from 50% teaching first summer term to Investigator, Trinity River Project, effective June 1, 1972.

9. University Administration

Mr. C. G. Haas from Comptroller to Vice President for Fiscal Affairs, effective September 1, 1972. This is a change in title only.

Dr. Gordon Beasley from Dean of Student Life to Vice President for Student Affairs, effective September 1, 1972. This is a change in title only.

10. Department of History

Mr. William J. Brophy, Assistant Professor of History, appointed 50% for second summer term to replace Mr. Allen Richman who resigned his summer appointment to complete Ph.D. requirements.
Dr. Elizabeth Deanne Malpass, Assistant Professor of History, appointed 50% for second summer term to replace Mr. Allen Richman who resigned his summer appointment to complete Ph.D. requirements.

11. Department of Home Economics

Miss Pamela Heaton Duncan, Nursery School Assistant, appointed one-third time for first summer term.

Miss Pam B. Lawder, Nursery School Assistant, appointed one-third time for first summer term.

12. Department of Music

Dr. Daniel J. Beaty, Associate Professor of Music, from teaching to Moody Foundation grant for first and second summer terms.

Dr. Billie R. Erlings, Associate Professor of Music, from 100% teaching to 50% teaching first summer term.

Mr. Robert C. Mann, Assistant Professor of Music, to 50% teaching first summer term.

Dr. William T. Young, Associate Professor of Music, to 100% research grant for first and second summer terms.

13. Department of Psychology

Mr. Lester W. Barnett, Jr., Assistant Professor of Psychology, to 100% research grant for first and second summer terms.

14. Department of School Services

Mr. Robert O. LaDuke, to 100% teaching for first and second summer terms, salary to be paid from Blind Mobility Grant.

15. Library

Miss Sarah J. Lee, Assistant Acquisitions Librarian, to 100% for first summer term.

Mrs. Mary Jo Linthicum, Forestry Librarian, to 100% for first summer term.

Mr. Floyd R. Meyer, Acting Documents Librarian, to 100% for summer term.

Mrs. Willie E. Tindall, from Assistant Reference Librarian to Periodicals Librarian, effective May 1, 1972.
Upon motion of Regent Todd, seconded by Regent Gray, with all Regents voting aye, it was ordered that the following leaves of absence be granted:

1. Department of Art

   Mr. Donald Ray Beason, Assistant Professor of Art, for the academic year 1972-73 in order to study in Italy on a Fulbright-Hays Grant.

2. Department of English

   Dr. Leonard A. Cheever, Associate Professor of English, for the Fall Semester, 1972, in order to accept a Fulbright Professorship in Argentina.

3. Department of Modern Languages

   Dr. Waclaw Jarzebowski, Associate Professor of Modern Languages, for the Fall Semester, 1972, to continue research on religious philosophy of Lord Herbert.

4. Department of Sociology

   Mrs. Constance L. Spreadbury, Instructor of Sociology, for the academic year 1972-73, to complete requirements toward the Ph.D. degree.

5. Library

   Miss Mary A. Nooe, Associate Library Director for Technical Services, from May 16 through November 16, 1972. Miss Nooe is recuperating from a stroke.

Upon motion of Regent Perkins, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the following retirement be accepted, and the following resolution be adopted:

1. Department of Agriculture

   Dr. John Loraine Sullivan, Professor of Agriculture and Director of Soils Laboratory, effective August 31, 1972.
RESOLUTION

WHEREAS, Dr. John L. Sullivan joined the faculty of Stephen F. Austin State University in September, 1946, as professor of agriculture and head of the department; and

WHEREAS, Dr. Sullivan has served the University since that date as department head and as director of the Soils Testing Laboratory; and

WHEREAS, Dr. Sullivan is to retire on August 31, 1972; now, therefore,

be it

RESOLVED, that the Board of Regents of Stephen F. Austin State University extend to Dr. Sullivan an expression of gratitude for his loyal service to the University over a period of twenty-six years, and good wishes for a long and pleasant period of retirement.

Adopted at Houston, Texas, this the twenty-ninth day of July, nineteen hundred and seventy-two.

/s/ R. E. McGee
R. E. McGee
President, Board of Regents
Stephen F. Austin State University
Upon motion of Regent Bergman, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the following promotions be approved:

1. Department of Sociology

Mrs. Joy Bennett Reeves from Instructor to Assistant Professor of Sociology, effective September 1, 1972. Mrs. Reeves completed the requirements for promotion and was recommended by the Dean and Department Head.

2. Student Life Division

Mr. Curtis Bradshaw from Assistant Director of Placement and Financial Aid to Director of Financial Aid, effective August 1, 1972.

Mrs. Almita Musick from Guidance Counselor to Placement Director, effective August 1, 1972.

Dr. Baker Pattillo from Director of Placement and Financial Aid to Dean of Student Services, effective August 1, 1972.

Upon motion of Regent Gray, seconded by Regent Todd, with all Regents voting aye, it was ordered that the following budget adjustments for 1971-72 be approved:

Add $3,000 for Acct. 5180, Campus Security (Vehicle)
Add $18,000 for Acct. 1075, General Furniture Fund (Austin Bldg.)

Upon motion of Regent Tanner, seconded by Regent Maness, it was ordered that the 1972-73 annual operating budget be amended to provide for the payment of $10,000 instead of $5,000 to the president's salary from private sources.

Upon motion of Regent Thomas, seconded by Regent Todd, with all Regents voting aye, it was ordered that the 1972-73 annual operating budget for $17,203,218 of revenue and $16,832,566 of expenditures, as amended in Minute Item No. 72-96, be approved as submitted under separate cover.

Upon motion of Regent Thomas, seconded by Regent Todd, with all Regents voting aye, it was ordered that the 1973-75 Biennial Legislative Request for Appropriations by Stephen F. Austin State University be approved as submitted under separate cover, requesting a net general revenue appropriation of $11,464,760 for 1974 and $12,175,154 for 1975.
Upon motion of Regent Gray, seconded by Regent Maness, with all Regents voting aye, it was ordered that the following change orders to contracts be approved and that the Chairman of the Board be authorized to sign the change orders, as follows:

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<th>C. O. No.</th>
<th>Project</th>
<th>Amount</th>
<th>Purpose</th>
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<tr>
<td>1</td>
<td>Austin Bldg. Renovations</td>
<td>$2,247.00</td>
<td>Flooring Replacement</td>
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<td>4</td>
<td>Stadium</td>
<td>27,000.00</td>
<td>Solid Grass Sodding</td>
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<td>2</td>
<td>Swimming Pool Filter System</td>
<td>350.60</td>
<td>New Valves</td>
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<td>1</td>
<td>Dorm 14 Air Cond. Controls</td>
<td>860.00</td>
<td>New Additional Controls</td>
</tr>
<tr>
<td>2</td>
<td>Library</td>
<td>7,486.00</td>
<td>Utilities Changes</td>
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Upon motion of Regent Todd, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the contract with Collegiate Recovery and Credit Assistance Programs, Inc., be approved and that the Chairman of the Board be authorized to sign the contract, as follows:

THE STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT, made and effective as of the date entered on the last page of this contract by and between COLLEGIATE RECOVERY & CREDIT ASSISTANCE PROGRAMS, INC. (hereinafter called "COLLEGIATE RECOVERY") and THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY acting through the COMPTROLLER of the UNIVERSITY.

WITNESSETH:

WHEREAS CLIENT has unpaid accounts which it desires to have collected, and COLLEGIATE RECOVERY is qualified to collect such accounts and desires to handle such accounts as may be referred to it by CLIENT for collection:

IT IS MUTUALLY AGREED AS FOLLOWS:

I.

COLLEGIATE RECOVERY agrees to accept for collection, upon the terms, conditions and provisions herein set forth, such unpaid accounts as CLIENT refers for collection; and further agrees to undertake to collect all accounts referred by CLIENT through proper and lawful means, without threats, intimidation or harassment of debtor, or without violation of any of the guidelines established by the Federal Trade Commission.

II.

COLLEGIATE RECOVERY will remit to the CLIENT, by the tenth working day following the end of each month, all monies due CLIENT: such remittances to be accompanied by monthly statements of collections paid to COLLEGIATE RECOVERY and of collections paid directly to the CLIENT.
III.

The collection fee shall be thirty-three and one-third percent (33-1/3%) of the total amount collected for the university. In cases where the fee is added to the account, the fee shall be 25% of the total amount collected, which fee shall be the sole consideration paid COLLEGIATE RECOVERY. CLIENT shall not be liable for any costs or expenses incurred by COLLEGIATE RECOVERY in the collection of accounts. Further, COLLEGIATE RECOVERY will not be paid any fee unless and until collection from the debtor is made.

IV.

COLLEGIATE RECOVERY shall not have any authority to file suit to collect any account referred by CLIENT. After every effort has been made by COLLEGIATE RECOVERY to collect an account, without success, COLLEGIATE RECOVERY may then recommend to CLIENT that suit for collection be filed; but written authority to file suit must be received from CLIENT prior to the filing of any suit on any account.

V.

COLLEGIATE RECOVERY has and agrees to keep in full force and effect for the duration of this contract plus ninety (90) days thereafter a blanket bond to protect CLIENT from any loss through failure of COLLEGIATE RECOVERY or any of its employees to reimburse CLIENT for its share of monies collected.

VI.

CLIENT agrees to have advised debtor in writing, before turning the account over to COLLEGIATE RECOVERY for collection, regarding the delinquency of the account and the consequences of failure to make payment.

VII.

A. In the case of a debt being reduced by teacher cancellation, no charge will be made for services rendered.

B. In the case of a debt being cancelled by death or permanent disability, COLLEGIATE RECOVERY shall return the account to the CLIENT when proof is available, at no charge.

VIII.

CLIENT shall not knowingly turn over to COLLEGIATE RECOVERY for collection any account where debtor is serving in the Armed Forces, the Peace Corps, or VISTA. Should this be done, COLLEGIATE RECOVERY will return any such account to CLIENT without charge.
IX.

COLLEGIATE RECOVERY agrees to implement thorough collection procedures in its attempts to achieve maximum recovery on accounts referred to it for collection, including all penalties or costs of collection required to be borne by the debtor if provided for in the promissory note and/or loan agreement evidencing debtor's obligation. Such procedures shall include; a reasonable number of telephone calls; no less than five (5) mail attempts; skip tracing whenever necessary; reasonable attempts to ascertain debtor's assets for the satisfaction of a judgment.

X.

This Contract may be canceled by either party upon sixty (60) days notice in writing to the other party, to the address shown hereinbelow.

XI.

This Contract expresses fully the understanding between the parties and all prior understandings are hereby canceled. No future changes in the terms of this Contract shall be valid except when and if reduced to writing and signed by both parties hereto or by legally authorized officials.

XII.

Further Provisions:

(A) CLIENT has the option to recall any collection account for any legitimate reason by written request to COLLEGIATE RECOVERY.

(B) Progress reports, as reasonably requested by CLIENT, will be sent direct to CLIENT.

(C) Receipt of all monies collected by or paid directly to CLIENT shall be acknowledged by CLIENT to COLLEGIATE RECOVERY within ten (10) days of receipt thereof, for the purpose of fee billing.

(D) The latest known address of any collection account returned because of cancellation or deferment shall be furnished to CLIENT.

XIII.

All terms and conditions of this Contract shall be governed by and interpreted under the laws of the State of Texas.

Witness the signatures of the parties on this the 29 day of July, A. D. 1972.

ATTEST: COLLEGIATE RECOVERY & CREDIT ASSISTANCE PROGRAMS, INC.

By /s/ Arnold G. Tate
President
Upon motion of Regent Tanner, seconded by Regent Todd, with all Regents voting aye, it was ordered that Golemon & Rolfe, architectural firm, be designated the architect for the design and supervision of construction of two classroom buildings and that a contract be drawn and the Chairman of the Board authorized to sign the contract as follows:
STATE OF TEXAS
COUNTY OF NACOGDOCHES

This AGREEMENT made this 29th day of July in the year of
Nineteen Hundred and Seventy-two

BETWEEN

STEPHEN F. AUSTIN STATE UNIVERSITY,
Nacogdoches County, Texas, the Owner, and
GOLEMON & ROLFE, ARCHITECTS

5100 Travis Street
Houston, Texas, the Architect.

It is the intention of the Owner to construct two classroom
buildings on the Stephen F. Austin State University Campus, Nacogdoches,
Texas, the second classroom building to be a mirror image of the first in
basic layout and exterior appearance, differing from the first only in minor
variations in interior partition arrangement, hereinafter referred to as
the Project.

The Owner and the Architect agree as set forth below.

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, a Professional Fee of forty-five thousand dollars ($45,000.) plus the Architect's Cost computed as follows:

1. The time of the Architect's personnel computed at a multiple of two and three-tenths (2.3) times Direct Personnel Expense as defined in Article 4, plus

2. The services of professional consultants at the amount billed to the Architect by the consultants for such services, plus

3. Other expenses of the Architect including
   a. Transportation and living when traveling to and from the Architects or Professional Consultants office and the project site including the use of privately owned automobiles at 15¢ per mile.
   b. Long distance telephone calls and telegrams.
   c. Nonreimbursable printing and reproduction expense and drafting and miscellaneous supplies.

The Architect's Cost shall not exceed One Hundred Fifty Seven Thousand Five Hundred Dollars ($157,500.).

B. For the Architect's Additional Services as described in Article 1.3 a sum computed as follows:

2.
1. The time of the Architect's personnel computed at a multiple of two and five-tenths (2.5) times Direct Personnel Expense as defined in Article 4, plus
2. The services of Professional Consultants at a multiple of one and one-tenth (1.1) times the amount billed to the Architect by the consultants for such services.

C. If the scope of the Project is changed materially, the Professional Fee and the maximum for Architect's Cost as set forth in Paragraph IIA shall be adjusted by mutual consent.

The rates and multiples set forth in Paragraph IIB will be subject to renegotiation if the services covered by this Agreement have not been completed within thirty (30) months of the date hereof.

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

E. The times and further conditions of payment shall be as described in Article 6.
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 and all of the Owner's instructions to the Contractor shall be issued through the Architect. 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 provide a full-time project representative who will 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 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 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 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.

1.2 Omitted

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 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 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

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

1.3.5 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.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.
1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning tenant or rental spaces.

1.3.10 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.

1.3.11 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.12 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.

1.3.13 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.

1.3.14 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.15 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
1.3.16 Providing Contract Administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of the Architect.

1.3.17 Providing services after issuance to the Owner of the final Certificate for Payment.

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

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

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

1.3.21 Providing drawings and/or other documents for foundation redesign due to unforeseen conditions or for major changes in partition layout or space usage.

1.3.22 Providing a full-time project representative for a period longer than 18 months from the start of construction. Such additional costs shall be borne one-half by the Architect and one-half by the Owner.

1.3.23 Preparing drawings and/or other documents as may be required by governmental authorities, private utility companies, or other outside parties, which are in addition to the normal contract documents required to obtain a bona fide Contractor's bid for the construction of this Project.
1.3.24 Providing consultation in the determination of liquidated damages due from the Contractor in the event that the conditions warrant such action.

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, 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 shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, and 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 contractors' methods of determining bid prices, or over competitive bidding or market

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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) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) 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 Personnel 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 Sub-paragraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project except travel to and from the Architect's or Professional Consultant's office and the project site; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.
5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time when used in connection with Additional Services.

ARTICLE 6
PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Professional Fee shall be made as follows:

6.1.1 Payments of the Professional Fee shall be made monthly in proportion to services performed so that the total payments on account of the Professional Fee at the completion of each Phase of the Architect's Services shall equal the following percentages:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Phase</td>
<td>15%</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>35%</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>75%</td>
</tr>
<tr>
<td>Bidding or Negotiation Phase</td>
<td>80%</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>100%</td>
</tr>
</tbody>
</table>

6.2 Payments for time of Architect's personnel and services of professional consultants as provided in Paragraphs IIA, and IIB, (pages 2 and 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 suspended for more than three months 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. If the Project is resumed after being suspended for more than three months, the Architect's Compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project 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

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.

20.  
14-37
This Agreement executed the day and year first written above.

SEAL

ATTEST

C. G. Haas, Secretary

THE BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE
UNIVERSITY

R. E. McGee, Chairman

GOLEMON & ROLFE, ARCHITECTS

Harry A. Golemon, Partner
Texas No. 2052

21. 14-38
72-102
Upon motion of Regent Tanner, seconded by Regent Todd, with all Regents voting aye, it was ordered that Wilson, Morris, Crain & Anderson, architectural firm, be designated the architect for the design and supervision of construction of a coliseum and that a contract be drawn and the Chairman of the Board authorized to sign the contract, as follows:
ARCHITECT OWNER AGREEMENT

Architect Owner Agreement made this 29th day of July in the year of Nineteen Hundred and Seventy Two between Stephen F. Austin State University, the Owner, and Wilson, Morris, Crain & Anderson, A.I.A., the Architect, entered into in the State of Texas, County of Nacogdoches.

It is the intention of the Owner to construct a Basketball Field House for approximately 7500 spectators hereinafter referred to as the Project.

The Owner and the Architect agree as set forth below.

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, Basic Compensation computed at the following percentage of the Construction Cost, as defined in Article 3, for portions of the Project to be awarded under a Single Stipulated Sum Contract of 6.67 per cent.
b. For the Architect's Additional Services, as described in Paragraph 1.3, compensation computed as follows:

Employees and partners time computed at a multiple of 2.25 times the employees' Direct Personnel Expense as defined in Article 4. No rates shall exceed $35.00 per hour. Additional services of professional consultants engaged for the normal structural, mechanical and electrical engineering services at direct cost.

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

d. The Times and Further Conditions of Payment shall be as described in Article 6.
TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

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 Department 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 and all of the Owner's instructions to the Contractor shall be issued through the Architect. 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 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 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 hereunder 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.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 The Architect shall employ one Full-Time Project Representative to assist the Architect, and he shall be on the job at all times.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall not be paid additional compensation by the Owner for this service.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be the responsibility of the Architect.

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 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 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

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

1.3.5 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.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.
1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning tenant or rental spaces.

1.3.10 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.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 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.
1.3.14 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.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing Contract Administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of the Architect.

1.3.18 Providing services after issuance to the Owner of the final Certificate for Payment.

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

1.3.20 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.
1.3.21 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 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, 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 counseling 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 contractors' 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) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) 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 Expense of special travel and living when traveling in connection with the Project and specifically authorized by the Owner. The ordinary expense involved in travel to and from the site will be paid by the Architect. Long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project, will be paid by the Owner.

5.1.2 Expense of reproductions will be as follows: the Architect will provide the Owner with duplicate sets of prints of all stages, as described in Paragraph 6.1.2, and will provide 15 sets of Contract Documents Drawings, and 30 sets of Specifications. The cost of additional Contract Documents requested by the Owner will be reimbursed to the Architect by the Owner, at the actual cost of the reproduction to the Architect.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.
5.1.4 Expense of computer time when used in connection with Additional 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 An initial payment as set forth in Paragraph IIa (Page 1) is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly 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:

- Schematic Design Phase .................. 15%
- Design Development Phase ............... 35%
- Construction Documents Phase .......... 75%
- Bidding or Negotiation Phase .......... 80%
- 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 suspended for more than three months 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. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

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**

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.
OWNER

STEPHEN F. AUSTIN STATE UNIVERSITY

R. E. McGee
Chairman Board of Regents
Stephen F. Austin State University

Attested by:

C. G. Haas, Secretary

ARCHITECT

WILSON, MORRIS, CRAIN & ANDERSON

John E. Bertini, Partner

Attested by:

Virginia Coogan, Notary Public
Upon motion of Regent Tanner, seconded by Regent Todd, with all Regents voting aye, it was ordered that the University be authorized to purchase additional furniture for the Austin Building from Suniland Furniture Company for a total value of $13,670.87.

Upon motion of Regent Gray, seconded by Regent Todd, with all Regents voting aye, it was ordered that Thompson Insurance Company be designated the insurance agent for the University for three years beginning August 18, 1972.

Upon motion of Regent Gray, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the final drawings and specifications on the improvements of the lake adjacent to the stadium be approved and the University be authorized to obtain bids.

Upon motion of Regent Thomas, seconded by Regent Todd, with all Regents voting aye, it was ordered that Dormitory 19 be named in honor of William Fletcher Garner, Sr.

Upon motion of Regent Bergman, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the campus street extending from East College Street to Starr Street be named in honor of Paul Wilson.

Upon motion of Regent Perkins, seconded by Regent Tanner, with all Regents voting aye, it was ordered that matching funds up to $18,677 be appropriated from Auxiliary Enterprises operations to the National Defense Education Act Student Loan Fund for the year 1972-73.

Upon motion of Regent Perkins, seconded by Regent Maness, with all Regents voting aye, it was ordered that the following tuition and fee charges be made for courses offered by extension:

<table>
<thead>
<tr>
<th>Course Description</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>3 Semester-hour course</td>
<td>$50.00</td>
</tr>
<tr>
<td>Extension service fee</td>
<td>28.00</td>
</tr>
<tr>
<td></td>
<td>$78.00</td>
</tr>
<tr>
<td>Second Course</td>
<td>$20.00</td>
</tr>
<tr>
<td>Course added on to campus course</td>
<td>$20.00 Extension Service Fee</td>
</tr>
</tbody>
</table>

Upon motion of Regent Perkins, seconded by Regent Tanner, with all Regents voting aye, it was ordered that instructors of off-campus courses be compensated as follows:
(a) For an off-campus course in addition to a full on-campus assignment --- $800 plus regular travel allowances.

(b) For an off-campus course as part of a regular teaching load -- regular travel allowance plus:

<table>
<thead>
<tr>
<th>One way distance</th>
<th>Salary</th>
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<tbody>
<tr>
<td>50 miles</td>
<td>$160.00</td>
</tr>
<tr>
<td>51 - 75 miles</td>
<td>200.00</td>
</tr>
<tr>
<td>76 - 100 miles</td>
<td>250.00</td>
</tr>
<tr>
<td>101 - miles</td>
<td>300.00</td>
</tr>
</tbody>
</table>

Upon motion of Regent Maness, seconded by Regent Bergman, 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</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bible 120</td>
<td>Comparative Religion</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Bible 220</td>
<td>Comparative Christianity</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Biology 121</td>
<td>Contemporary Religious Issues</td>
<td>3</td>
<td></td>
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<tr>
<td>Biology 123</td>
<td>Concepts of Biology</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Biology 476</td>
<td>Man and the Environment</td>
<td>4</td>
<td></td>
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<tr>
<td>Geology 245</td>
<td>Special Problems</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>*Geology 443</td>
<td>Optical Mineralogy and Petrography</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Geology 476</td>
<td>Special Problems</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>History 309</td>
<td>Earth Materials</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>History 310</td>
<td>Studies in American Economic</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>History 311</td>
<td>Development</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>*History 412</td>
<td>Ideas and Institutions in America</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Home Economics 443</td>
<td>The Development of European Institutions</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Mathematics 476</td>
<td>Studies in Modern American History</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Modern Languages 131</td>
<td>Practicum in Child Development-Family Living</td>
<td>6</td>
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<tr>
<td>Modern Languages 132</td>
<td>Special Problems</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Music 130</td>
<td>Elementary Latin</td>
<td>3</td>
<td></td>
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<tr>
<td>Physics 476</td>
<td>Elementary Latin</td>
<td>3</td>
<td></td>
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<tr>
<td>Psychology 230</td>
<td>Keyboard Ensemble</td>
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<tr>
<td>Psychology 290</td>
<td>Special Problems</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Psychology 361</td>
<td>Experimental Methods in Psychology</td>
<td>3</td>
<td></td>
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<tr>
<td>*Psychology 495</td>
<td>Experimental Social Psychology</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Principles of Behavior Modification</td>
<td>3</td>
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<td></td>
<td>Psychopathology</td>
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* Submitted for Graduate Credit
### COURSES TO BE REVISED: (Curriculum Committee)

<table>
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<th>Department and No.</th>
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<th>New No.</th>
<th>New Title and Credit</th>
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<tbody>
<tr>
<td>History 315</td>
<td>The Negro in America (3)</td>
<td>315</td>
<td>The Afro-American (3)</td>
</tr>
<tr>
<td>History 317</td>
<td>Social and Intellectual History of the Black American (3)</td>
<td>317</td>
<td>Minority Groups in America (3)</td>
</tr>
<tr>
<td>Philosophy 402H</td>
<td>Liberal Arts Colloquium VIII (1)</td>
<td>402H</td>
<td>Liberal Arts Honors Project (1)</td>
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<tr>
<td>Psychology 360</td>
<td>Human Learning (3)</td>
<td>360</td>
<td>Basics in Animal Learning and Conditioning (3)</td>
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<tr>
<td>Psychology 375</td>
<td>Abnormal Psychology and Mental Hygiene (3)</td>
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<td>Abnormal Psychology (3)</td>
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### COURSES TO BE DELETED: (Curriculum Committee)

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<tr>
<td>Modern Languages 121</td>
<td>Elementary French (1)</td>
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<td>Modern Languages 122</td>
<td>Elementary French (1)</td>
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<tr>
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<td>Elementary French (2)</td>
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### COURSES ADDED: (Graduate Council)

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<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
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</thead>
<tbody>
<tr>
<td>Agriculture 505</td>
<td>Advanced Farm Management</td>
<td>3</td>
</tr>
<tr>
<td>Agriculture 513</td>
<td>Ornamental Plant Propagation</td>
<td>3</td>
</tr>
<tr>
<td>Agriculture 515</td>
<td>Technical-Occupational Experience Programs</td>
<td>3</td>
</tr>
<tr>
<td>Biology 576</td>
<td>Advanced Graduate Studies</td>
<td>3</td>
</tr>
<tr>
<td>Home Economics 442</td>
<td>Administration of Preschool Program</td>
<td>3</td>
</tr>
<tr>
<td>Modern Languages 575</td>
<td>Advanced Graduate Studies in German Language or Literature</td>
<td>3</td>
</tr>
<tr>
<td>Modern Languages 576</td>
<td>Advanced Graduate Studies in German Language or Literature</td>
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COURSES TO BE REVISED: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and No.</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
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<tbody>
<tr>
<td>Physics 511</td>
<td>Nuclear Physics (3)</td>
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<td>Nuclear Physics (4)</td>
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<tr>
<td>Physics 531</td>
<td>Classical Mechanics (3)</td>
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<td>Classical Mechanics (4)</td>
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<td>Physics 532</td>
<td>Electromagnetic Waves (3)</td>
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<td>Electromagnetic Waves (4)</td>
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<tr>
<td>Physics 533</td>
<td>Theoretical Physics (3)</td>
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<td>Theoretical Physics (4)</td>
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<tr>
<td>Physics 551</td>
<td>Advanced Quantum Mechanics (3)</td>
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COURSES TO BE DELETED: (Graduate Council)

<table>
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<th>Department and Number</th>
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<tbody>
<tr>
<td>Agriculture 507</td>
<td>Advanced Soils (3)</td>
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<tr>
<td>Agriculture 509</td>
<td>Chemistry of Fertilizers (3)</td>
</tr>
</tbody>
</table>

Chairman McGee appointed Regent Tanner to the Stadium Committee.

The next meeting was set for some date in October, 1972, to be announced.

There being no further business, the meeting adjourned at 2:00 p.m.

C. G. Haas  
Secretary