<table>
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<td>Approval for Items in Boynton Building to be Loaned to the City Library</td>
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</tr>
</tbody>
</table>
The meeting was called to order by R. E. McGee, Chairman of the Board of Regents, at 8:30 a.m. October 13, 1973.

PRESENT:

Members: R. E. McGee of Houston
          Joe Bob Golden of Jasper
          Walter Todd of Dallas
          Robert C. Gray of Austin
          Glenn Justice of Dallas
          Douglas Bergman of Dallas
          Ernest Powers of Carthage
          Mrs. George Cullum, Jr. of Dallas
          James I. Perkins of Rusk

PRESENT: C. G. Haas, Secretary of the Board
          Dr. R. W. Steen, President of the University
74-1
Upon motion of Regent Gray, seconded by Regent Golden, with all Regents voting aye, it was ordered that the Minutes of the meeting of July 28, 1973, be approved.

74-2
Upon motion of Regent Justice, seconded by Regent Cullum, with all Regents voting aye, it was ordered that the following individuals be employed for the positions, dates and salaries indicated:

1. Department of Art

   Mrs. Emma B. Corcoran, 30, M. A. (Florida State University), Assistant Professor of Art at a salary rate of $10,500 for nine months, effective August 27, 1973.

   Dr. Glenn Bill Williams, 33, Ph.D. (North Texas State University), Assistant Professor of Art at a salary rate of $11,000 for nine months, effective August 27, 1973. Dr. Williams has completed the Ph.D. degree and was therefore eligible for reemployment.

   Mr. Leslie Benson Warren, 26, M.F.A. (Stephen F. Austin State University), Graduate Interne in Art at a salary rate of $7,500 for nine months, effective August 27, 1973. This is a temporary nonrenewable nine-months contract.

2. Department of Communication

   Mr. Paul E. Potter, 35, M.F.A. (Southern Methodist University), Assistant Professor of Communication at a salary rate of $11,500 for nine months, effective August 27, 1973.

   Dr. William G. Powers, 30, Ph.D. (University of Oklahoma), Assistant Professor of Communication at a salary rate of $11,500 for nine months, effective August 27, 1973.

3. Department of History

   Mr. Ivy Eugene Kirkpatrick, 30, M.Div. (Southwestern Seminary), Instructor of History at a salary rate of $9,500 for nine months, effective August 27, 1973. This is a temporary non-renewable nine-months contract.

4. Department of Home Economics

   Mrs. Betsy Cullison Shaw, 31, M.S. (East Texas State University), Instructor of Home Economics (one-fourth time for one semester only), at a salary rate of $1,000 for the Fall Semester, 1973 only, effective August 27, 1973. This is a temporary non-renewable contract.
Mrs. Mary Kate Weems, 30, M.S. (Texas Tech University), Instructor of Home Economics at a salary rate of $9,500 for nine months, effective August 27, 1973. This is a one-year appointment that may be renewed.

5. Department of Office Administration

Mrs. Karen M. Sides Grunert, 23, M.B.E. (Stephen F. Austin State University), Graduate Intern in Accounting (one-half time) and Office Administration (one-half time), at a salary rate of $7,500 for nine months, effective August 27, 1973. This is a temporary non-renewable contract.

6. Department of Psychology

Dr. Dan G. Minner, 29, Ph.D. (University of Denver), Assistant Professor of Psychology at a salary rate of $11,000 for nine months, effective August 27, 1973.

Dr. Richard Lawrence Pollock, 28, Ph.D. (Syracuse University), Assistant Professor of Psychology at a salary rate of $11,000 for nine months, effective August 27, 1973.

7. Department of School Services

Dr. David L. Jeffrey, 33, Ed. D. (Oklahoma State University), Assistant Professor of School Services at a salary rate of $12,000 for nine months, effective August 27, 1973.

Mrs. Judith Snellgrove Huffty, 32, M.A. (George Peabody College), Instructor of School Services (half-time for the fall semester, 1973 only), at a salary rate of $2,000 for the fall semester, effective August 27, 1973.

Mrs. Hettie Finney Legg, 26, M.A. (Michigan State University), Instructor of School Services at a salary rate of $9,500 for nine months, effective August 27, 1973.

8. Department of Sociology

Mr. William T. Toney, Jr., 60, M.A. (Sam Houston State University), Instructor of Sociology at a salary rate of $9,500 for nine months, effective August 27, 1973. This is a temporary non-renewable nine-months contract.

Miss Arnedia Chatman, 23, M.A. (Stephen F. Austin State University), Graduate Intern in Sociology at a salary rate of $7,500 for nine months, effective August 27, 1973. This is a temporary non-renewable nine-months contract.
9. Department of Secondary Education

Mr. Newel Gene Holland, 42, M.Ed. (Stephen F. Austin State University), Instructor of Secondary Education (one-half time) at a salary rate of $5,000 for nine months,

10. Department of Theatre

Mr. Clifford Gregory Smith, 24, M.A. (Northern Illinois University), Instructor of Theatre at a salary rate of $8,500 for nine months, effective August 27, 1973.

11. Institutional Research

Mrs. Barbara Ann Fountain, 22, B.S. (Stephen F. Austin State University - expected May 1974), Director of Institutional Research at a salary rate of $3,375 for three-fourths time for nine months, effective August 27, 1973.

12. Department of Physics

Mr. Leonard Monroe Earls, 24, M.S. (University of Missouri at Kansas City), Machinist in Physics Shop, at a salary rate of $8,500 for twelve months, effective August 27, 1973.

13. Student Affairs Division

Mr. Jon Lee Allen, 20, Patrolman, University Police Department, at a salary rate of $6,000 for twelve months, effective August 16, 1973.

Mrs. Cynthia R. Grissom, 21, B.S.Ed. (Stephen F. Austin State University), Administrative Secretary, Vice President for Student Affairs, at a salary rate of $408 for the month of August and $5,400 for twelve months effective September 1, 1973.

Dr. John Redman, 63, M.D. (University of Arkansas), Physician, Health Services, at a salary rate of $2,000 for the month of August, and $24,000 for ten and a half months, effective September 1, 1973.

Ms. Paulette J. Siller, 28, B.S.Ed. (University of Houston), Program Consultant at a salary rate of $625 for the month of August, effective August 23, 1973, and $7,800 for twelve months, effective September 1, 1973.

Mr. Tommy J. Waits, 23, Vending Route Man, at a salary rate of $6,942 for twelve months, effective September 1, 1973.
Upon motion of Regent Powers, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the following resignations be accepted:

1. Department of Geology

   Dr. Volker W. Gobel, Assistant Professor of Geology, effective August 31, 1973. Dr. Gobel has accepted employment in Germany.

2. Department of Office Administration

   Mrs. Margaret Sue Squier, Instructor of Office Administration, effective June 4, 1973. Mrs. Squier has accepted other employment.

3. Department of Psychology

   Dr. Larry E. Beutler, Assistant Professor of Psychology, effective August 31, 1973. Dr. Beutler has accepted other employment.

4. Department of School Services

   Mrs. L. Ann Ahrens, Instructor of School Services, effective August 31, 1973. Mrs. Ahrens is working full time toward the Ph.D. degree.

5. Department of Sociology

   Mr. Neil W. Sullivan, Assistant Professor of Sociology, effective August 27, 1973. Mr. Sullivan did not accept the position.

6. Library

   Mrs. Janice Speer Lange, Acting Reference Librarian, effective August 17, 1973. Mrs. Lange was employed on a temporary basis while Mrs. Ann Prassel was on leave.

7. University Computer Center

   Mr. Jimmy N. Alford, Computer Operator, effective September 21, 1973. Mr. Alford accepted other employment.

8. Physical Plant

   Mr. Alvin Gossage, Electrician, effective August 30, 1973. Mr. Gossage resigned for personal reasons.

9. Student Affairs Division

   Mrs. Pamella C. Collins, Administrative Secretary to Vice President for Student Affairs, effective July 31, 1973. Mrs. Collins is moving to Dallas.
Mrs. Linda Gail Holt, Program Consultant, effective August 23, 1973. Mrs. Holt resigned in order to devote more time to her family.

Mr. Vincent Louis Lembo, Director of Residence Hall Programs, Student Development, effective August 1, 1973. Mr. Lembo is leaving to continue his education.

74-4
Upon motion of Regent Gray, seconded by Regent Justice, with all Regents voting aye, it was ordered that the following changes in status be approved:

1. Department of History
   Dr. Bobby H. Johnson, Associate Professor of History, from a salary rate of $13,200 to $13,400 for nine months, effective September 1, 1973. This is to correct a budget error.

2. Department of Mathematics
   Dr. Jasper E. Adams, Associate Professor of Mathematics, from a salary rate of $12,000 to $13,250 for nine months, effective September 1, 1973. Dr. Adams will teach three-fourths time and direct the Statistics Laboratory one-fourth time.

3. University Computer Center
   Mr. Benjamin W. Jarboe, from Systems Programmer at a salary rate of $10,700 to Manager of Systems and Operations at a salary rate of $14,000 for twelve months, effective September 1, 1973.

4. Student Affairs Division
   Mr. Oscar Clay Blankenship from Laundry Vending Route Man to Food Vending Route Man, at a salary rate of $7,209 for twelve months, effective September 1, 1973.

   Mrs. Almita Musick from Director of Placement to Director of Residence Hall Programs, at a salary rate of $12,000 for twelve months, effective September 1, 1973. Mrs. Musick is filling the position vacated by Mr. Lembo.

   Mr. Van P. Samford from Associate Dean of Student Development to Director of Placement at a salary rate of $16,400 for twelve months, effective September 1, 1973.

74-5
Upon motion of Regent Todd, seconded by Regent Powers, with all Regents voting aye, it was ordered that the following leave of absence be approved:

21-6
1. Department of English

Dr. Leonard A. Cheever, Associate Professor of English, for the academic year, 1973-74. Dr. Cheever has accepted an appointment as Latin American Teaching Fellow in Guatemala.

74-6
Upon motion of Regent Todd, seconded by Regent Justice, with all Regents voting aye, it was ordered that the following returns from leave be accepted:

1. Department of Art

Mr. Donald Ray Beason, Assistant Professor of Art, at a salary rate of $10,850 for nine months, effective August 27, 1973. Mr. Beason was in Italy on a Fulbright-Hays Grant for one year.

2. Department of Geology

Dr. Nancy S. Alexander, Assistant Professor of Geology, at a salary rate of $12,000 for nine months, effective August 27, 1973. Dr. Alexander has completed the Ph.D. degree at Southern Methodist University.

3. University Computer Center

Mr. Al Trussell, Director of the University Computer Center, at a salary rate of $18,800 for twelve months, effective September 1, 1973. Mr. Trussell attended a summer institute of linguistics at the University of Oklahoma.

74-7
Upon motion of Regent Cullum, seconded by Regent Todd, with all Regents voting aye, it was ordered that the following retirement be accepted:

1. Physical Plant


74-8
Upon motion of Regent Powers, seconded by Regent Cullum, with all Regents voting aye, it was ordered that the final August 31 budget standings for the fiscal year 1972-73 as summarized hereafter and as detailed in the August Monthly Financial Report be approved.

(see attached list)
### Current Funds 1972-73

<table>
<thead>
<tr>
<th></th>
<th>Educational and General</th>
<th>Auxiliary Enterprises</th>
<th>Pledged Properties</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income - Original budget estimate</td>
<td>$ 9,773,550.00</td>
<td>$792,350.00</td>
<td>$6,431,550.00</td>
<td>$16,997,450.00</td>
</tr>
<tr>
<td>Income - Actually realized</td>
<td>9,845,832.24</td>
<td>839,954.69</td>
<td>6,701,744.86</td>
<td>17,387,531.79</td>
</tr>
<tr>
<td>Expenditures - Orig. budget estimate</td>
<td>9,734,422.00</td>
<td>841,595.00</td>
<td>6,050,781.00</td>
<td>16,626,798.00</td>
</tr>
<tr>
<td>Expenditures - Actually incurred (*1)</td>
<td>10,043,479.82</td>
<td>870,887.90</td>
<td>5,754,271.79</td>
<td>16,668,639.51</td>
</tr>
<tr>
<td>Ending Balance - Orig. budget estimate</td>
<td>439,128.00</td>
<td>150,755.00</td>
<td>880,769.00</td>
<td>1,470,652.00</td>
</tr>
<tr>
<td>Ending Balance - Actually Realized</td>
<td>320,639.85</td>
<td>326,731.77</td>
<td>729,887.73</td>
<td>1,377,259.35</td>
</tr>
</tbody>
</table>

(*1) Includes payment of 8-31-72 Orders Outstanding

|                                |                        |                      |                    |                |
|                                | 303,023.08             | 10,225.90            | 74,486.23          | 387,735.21     |
Upon motion of Regent Gray, seconded by Regent Justice with all Regents voting aye, it was ordered that the contract for $409,045, and Change Order No. 1 for $3,600.00, with Pigg Construction Company of Center, Texas, for the renovation of the Boynton Building be approved and the Chairman of the Board be authorized to sign the contract as follows:
CONTRACT

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the 13th day of October, 1973

by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN
STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its
President, hereinafter called "Owner" and PIGG CONSTRUCTION COMPANY,
CENTER, TEXAS, hereinafter called
"Contractor".

WITNESSETH, that the Contractor and the Owner for the consider-
sations hereinafter named agree as follows:

1. The Contractor agrees to provide all of the materials, furnish the
labor, and do all things necessary to complete fully all of the work
shown on the Drawings and described in the Specifications entitled
"BOYNTON BUILDING RENOVATIONS, STEPHEN F. AUSTIN STATE
UNIVERSITY, NACOGDOCHES, TEXAS"
prepared by Kent, Marsellos & Scott, Architects - Engineers,
Lufkin, Texas acting as and in these Contract Documents entitled the
Architect; and shall do everything required by this Agreement, the
"General Conditions" of this Contract, the Drawings and the Specifications.

2. The "General Conditions" of the Contract, the "Supplementary Conditions",
the Drawings and the Specifications, together with this Agreement,
form the Contract, and they are as fully a part of the Contract as
if hereto attached or herein repeated. The following is an enum-
eration of the Specifications and Drawings:

Drawings and Specifications entitled "BOYNTON BUILDING RENOVATIONS
STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS".
sheet and section numbers as listed in Paragraph 1.1 of "Supplementary
Conditions"; and the following:

Addendum No. 1, dated September 21, 1973
Addendum No. 2, dated September 27, 1973
Addendum No. 3, dated September 28, 1973

1. This Contract is to cover the General Contract Work, Elevators,
Plumbing, Heating and Air Conditioning and Electric Work, com-
plete. The said Drawings, and each and all of said Specifications and
"General Conditions" are made a part of this Agreement for all
intents and purposes; provided that if anything in the said
"General Conditions" of the Contract is in conflict with this
Agreement; this Agreement shall control and govern.
2. The work called for and included in this Agreement is to be
done under the direction of the Architect above named and his
determination of the true meaning and proper construction of the
Specifications shall be considered as final.

3. The work to be performed under this Contract shall be commenced
on or before a date to be specified in a written "Work Order", and
shall be fully completed within 240 consecutive calendar days
thereafter. The Contractor further agrees to pay as liquidated
damages the sum of $250.00 per day for each consecutive calendar
day thereafter the work remains unfinished as specified in Paragraph
1.47 of "Supplementary Conditions" and in Proposal.

4. The Owner shall pay the Contractor for the performance of the
Contract, subject to additions and deductions provided herein,
FOUR HUNDRED NINE THOUSAND FORTY-FIVE DOLLARS ($409,045.00)
out of Funds appropriated to Stephen F. Austin State University by
House Bill 139 of the Sixty-Third Legislature Regular Session
and Surplus Funds available to the Owner for expenditure for the
use and benefit of Stephen F. Austin State University.

The basis of the above contract price is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$379,495.00</td>
</tr>
<tr>
<td>Alternate No. 1</td>
<td>+15,100.00</td>
</tr>
<tr>
<td>Alternate No. 2</td>
<td>+ 9,000.00</td>
</tr>
<tr>
<td>Alternate No. 4</td>
<td>+ 5,050.00</td>
</tr>
<tr>
<td>Alternate No. 5</td>
<td>+ 400.00</td>
</tr>
<tr>
<td>Contract Price</td>
<td>$409,045.00</td>
</tr>
</tbody>
</table>
The Owner shall make payments on account of the Contract as provided therein as follows: On or about the fifteenth of each month ninety percent (90%) of the value, based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the work have been paid. The Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature, stating that the work provided for in this Contract
has been completed and is acceptable to him under the terms and
conditions thereof, and that the entire balance found to be due the
Contractor, and noted in the Final Certificate is due and payable.
Before issuance of Final Certificate the Contractor shall submit
evidence satisfactory to the Architect that all payrolls, material
bills and other indebtedness connected with the work have been paid.

5. The Contractor shall pay premium for and furnish Performance
Bond and Payment Bond in amount of 100% of Contract Price;
on form to be furnished by Architect, with sureties acceptable
to the Owner, conditioned:

1. That Contractor shall faithfully perform his
   Contract and fully indemnify and save Owner harmless
   from all costs and damages which may be suffered by
   reason of failure to do so, and fully reimburse and re-
   pay Owner all outlay and expense which Owner may incur
   in making good any default.

2. That Contractor shall pay all persons who have con-
   tracts directly with Contractor for labor and materials
   save which persons shall have a direct action against
   Contractor and the surety on his bond, subject to
   Owner's priority.
Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress Approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within the Underwriting limitations listed therein for any single risk.

Bond shall comply with requirements of all state laws; including those of Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th legislature, Regular Session, 1959, effective April 27, 1959.

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

a) **Compensation and Employer's Liability Insurance:**
   As required by the laws of the State of Texas; Employer's Liability Insurance, $100,000.00.

b) **Comprehensive General Liability Insurance and Automobile Liability Insurance:** In an amount not less than $500,000.00 for injuries, including personal injury or accidental death.
to any one person, and subject to the same limit
on account of one occurrence; Property Damage Insurance in
an amount not less than $100,000.00 each occurrence;
$300,000.00 aggregate.

c) Include Broad Form Property Damage Insurance. Remove
"XCU" Exclusions (Explosion, collapse, underground
property damage). Include damage to underground wiring,
conduits, piping.

d) **Contractual Liability Insurance**: As applicable to the
Contractor's obligations under Paragraph 4.18 of "General
Conditions". The Contractor shall obtain at his expense
Owner's Protective Liability Insurance Policy naming
the Owner and the Architect/Engineer as insured with
the following limits:

1. Bodily Injury

   $300,000.00 (each person)

   $500,000.00 (each occurrence)

2. Property Damage

   $300,000.00 (each occurrence)

e) **Completed Operations**: Continue coverage in force for
one year after completion of work.
f) Before commencement of operations hereunder, Contractor shall furnish to the Architect, photostatic copies of the above mentioned insurance policies, together with a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.

7. **Builder's Risk Insurance**: The Contractor shall provide Builder's Risk insurance as specified in Paragraph 1.6 of Specifications in the amount of $500,000.00 in the names of the Contractor, Subcontractors, Owner and Architect, as their interests appear. The Owner will purchase and maintain such Steam Boiler Insurance as may be required by the Contract Documents or by law.

8. The Contractor shall complete the several portions and the whole of the work called for under this Agreement and shall deliver said improvements and premises, upon completion, to the Owner, free and clear of all liens and claims for labor furnished or materials used and other indebtedness whatsoever.

9. For purposes of complying with the State of Texas Sales Tax, the following is a division between labor and materials:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$118,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$291,045.00</td>
</tr>
<tr>
<td>Total</td>
<td>$409,045.00</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By ___________________________ By ___________________________

PIGG CONSTRUCTION COMPANY

CENTER, TEXAS
Address

SEAL

____________________________

By ___________________________

READ AND EXAMINED:

____________________________

Secretary

Board of Regents, Stephen F. Austin State University

(1) Corporation name of Owner
(2) Title of authorized official
(3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing Contract.
PAYMENT BOND

(To be used in Texas as required by Chapter 93 of the Regular Session of the 56th Legislature of Texas)

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we

(1) Pigg Construction Company

a (2) Corporation

of Center, Texas hereinafter called Principal and

(3) Safeco Insurance Company of America Seattle
State of Washington hereinafter called the Surety,

are held and firmly bound unto (4) BOARD OF REGENTS,

STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum

of Four Hundred Nine Thousand Forty Five and No/100 ----»»-»

DOLLARS ($ 409,045.00)

in lawful money of the United States, to be paid in (5)

NACOGDOCHES COUNTY, TEXAS, for the payment of which sum

well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such

that Whereas, the Principal entered into a certain contract with

(6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, the Owner,
dated the 13th day of October, A. D., 1973, a copy of which is hereto attached and made a part hereof for the construction of: **Boyn ton Building Renovations, Stephen F. Austin State University, Nacogdoches, Texas**

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provide in Article 5160, Revised Civil Statutes, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in **Nacogdoches** County, State of Texas, and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the 9th day of October A.D., 1973.

ATTEST:

Pigg Construction Company
Principal

(Principal) Secretary

Franklin Pigg, President

SEAL

Witness as to Principal

(Surety) Secretary

Witness as to Surety

NOTE: Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor
(2) A Corporation, A Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.

534 Gulledge Lane, Dallas, Texas
Address
PERFORMANCE BOND

(To be used in Texas as required by Chapter 93 of the Regular Session of the 56th Legislature of Texas)

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we (1)

Pigg Construction Company

of (2) A Corporation hereinafter called Principal and (3) Safeco Insurance Company of America of Seattle, State of Washington, hereinafter called the Surety, are held and firmly bound into (4)

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY hereinafter called Owner, in the penal sum of

Four Hundred Nine Thousand Forty Five and No/100 DOLLARS ($409,045.00), in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that

Whereas, the Principal entered into a certain Contract with (6)

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY the Owner, dated the 13th day of October 1973, A. D., 1973, a copy of which is attached hereto and made a part hereof for the construction of:
Roynton Building Renovations, Stephen F. Austin State University, Nacogdoches, Texas
(Herein called the "Work").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of twelve (12) months from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond venue shall lie in Nacogdoches County, State of Texas and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the


ATTEST:

Pigg Construction Company
Principal

(Principal) Secretary

SEAL

Witness as to Principal

(Address)

ATTEST:

Safeco Insurance Company of America
Surety

(Surety) Secretary

Witness as to Surety

534 Gulledge Lane, Dallas, Texas
Address

NOTE: Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor
(2) A Corporation, A Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
74-10
Upon motion of Regent Gray, seconded by Regent Cullum, with all Regents voting aye, it was ordered that the architectural contract with Kent, Marsellos & Scott to design and supervise the construction of an observatory be approved and that the Chairman of the Board be authorized to sign the contract, as follows:
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Thirteenth day of October in the year Nineteen Hundred and Seventy Three and between the BOARD OF REGENTS STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS acting herein by and through its President, hereinafter called the Owner, and KENT, MARSELLOS AND SCOTT, ARCHITECTS - ENGINEERS, Lufkin, Texas, hereinafter called the Architect.

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

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

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

II. The Owner 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; Eight Per Cent (8%) of the project construction cost; hereinafter referred to as the Basic Rate, and
such other payments and reimbursements as may hereinafter be provided, but all such payments and every payment herein provided shall be from Departmental Operating Account - Physics Department, and other funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

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

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

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

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

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

SCHEMATIC DESIGN PHASE

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

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

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

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

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

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.
1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

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

CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

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

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.
1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

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

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architects observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information
and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specified qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the pro-
visions 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 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.
1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protections for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

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

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

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

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

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance 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 contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.
3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost Exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (2) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.
ARTICLE 4
DIRECT PERSONNEL EXPENSE

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

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

ARTICLE 5
REIMBURSABLE EXPENSES

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

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

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

ARTICLE 6
PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made
6.1.1 Payments for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total Basic Compensation:

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

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

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

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

**ARTICLE 7**

**ARCHITECT'S ACCOUNTING RECORDS**

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

ARTICLE 8
TERMINATION OF AGREEMENT

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

ARTICLE 9
OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10
SUCCESSORS AND ASSIGNS

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

**ARTICLE 11**

**ARBITRATION**

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

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

**ARTICLE 12**

**EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between
the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

GOVERNING LAW

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

This Contract is executed in three counterparts.

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By
President of the Board

ATTEST:

Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By
Partner
74-11
Upon motion of Regent Gray, seconded by Regent Justice, with all Regents voting aye, it was ordered that Change Order No. 8 for $12,722 to be added to the Loggins Construction Company contract on the Stadium project be approved, and the Chairman of the Board be authorized to sign the Change Order.

74-12
Upon motion of Regent Bergman, seconded by Regent Todd, with all Regents voting aye, it was ordered that the Amendment to the Blue Cross Insurance contract for employees, providing for a definition of full-time employment affecting the eligibility of a participant, be approved and the Chairman of the Board be authorized to sign the Amendment, as follows:
Application is hereby made to AMEND, effective September 1, 1973, the ON-CANCELLABLE EXPERIENCE RATED HOSPITALIZATION CONTRACT NO. 9418 as follows:

changing the Eligibility Regulations in the application to provide that employees who work at least 80 hours per month shall be eligible to apply for coverage under the contract.

The amended schedule of monthly premium rates shall be as follows:

[Detailed list of changes to premium rates]

With this Application for Amendment, we submit the Contract to you for the appropriate endorsement.

The Application for Amendment is executed in duplicate, one counterpart being delivered to Group Hospital Service, Nacogdoches, Texas, and the other to be attached to the Contract.

STEPHEN F. AUSTIN STATE UNIVERSITY

Full or corporate name of Applicant

[Signature and title] Chairman, Board of Regents

Witness:

Representative of the Plan

Nacogdoches, Texas
August 1973
Upon motion of Regent Gray, seconded by Regent Todd, with all Regents voting aye, it was ordered that Change Order No. 1 with T. Richard Vardeman, Inc., to add $17,300 to the contract for the LaNana Creek Improvement project be approved and the Chairman of the Board be authorized to sign the Change Order.

Upon motion of Regent Todd, seconded by Regent Cullum, with all Regents voting aye, it was ordered that the following sums be appropriated for 1973-74:

1. $6,000 to Major Repairs and Improvements, Account No. 1950 for partitioning an area into requirements of the Department of School Services for multi-purpose acoustical rooms.

2. $25,000 to the East College Cafeteria Unemployment Insurance Expense Account No. 5770-8002 to provide for unemployment compensation based upon the experience of the summer of 1973 (first year University was subject to the program).

3. $24,000 to Dormitory 14, for Operation and Maintenance Account No. 5730-9001, to correct an error in the original budget.

Upon motion of Regent Justice, seconded by Regent Todd, with all Regents voting aye, it was ordered that the stacks and the check-out desk used by the library while in the Boynton Building be placed on indefinite loan to the Nacogdoches City Library.

Upon motion of Regent Todd, seconded by Regent Powers, 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:** (Graduate Council)

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<td>Advances Methods and Techniques in Athletic Coaching</td>
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### COURSES TO BE REVISED: (Graduate Council)

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<td>Introduction to Clinical Psychology and Clinical Assessment (3)</td>
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<td>Personality Assessment (3)</td>
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COURSES TO BE DELETED: (Graduate Council)

Department and Number
Mathematics 549
Philosophy 466G
Political Science 402G
School Services SSV 434G
School Services SSV 438G
School Services SSV 459
School Services SSV 485G
Theatre 535
Theatre 558

Title and Credit
Seminar in Teaching Secondary School Mathematics (Aesthetics (3)
American Constitutional Law: I (3)
Methods and Techniques of Instructing Mentally Retarded Children (3)
Teaching Children with Learning and Behavioral Disorders (3)
Tests and Measurements (3)
Human Growth and Development (3)
Dramatic Production II (3)
Dramatic Theory and Criticism II (3)

74-17
Upon motion of Regent Perkins, seconded by Regent Justice, with all Regents voting aye, it was ordered that permission be granted to petition the Coordinating Board to offer a Major in Finance under the Bachelor of Business Administration degree.

74-18
Upon motion of Regent Perkins, seconded by Regent Golden, with all Regents voting aye, it was ordered that the Constitution of the Student Community of Stephen F. Austin State University be approved as follows:

CONSTITUTION OF THE STUDENT COMMUNITY
OF STEPHEN F. AUSTIN STATE UNIVERSITY

Preamble

Free inquiry and free expression, and the responsible use thereof, are essential attributes of the community of scholars. As members of that community, students should be encouraged to develop the capacity for critical judgment and to engage in a sustained and independent search for truth. The freedom to learn depends upon appropriate opportunities and conditions in the classroom, on the campus, and in the larger community. Students should endeavor to exercise their freedom with maturity and responsibility.

The responsibility to secure and to respect general conditions conducive to the freedom to learn is shared by all members of the academic community. SFASU has a duty to develop policies and procedures which provide and safeguard the freedom to learn. Such policies and procedures should be developed with the broadest possible participation of the members of the academic community on the basis of the aims and objectives of the institution and of the general standards herein defined.
We, the Students of SFASU, in order to assume the privileges and responsibilities of self-government, and to promote the welfare of the student community, do hereby adopt and establish this Constitution.

CONSTITUTION OF THE STUDENT COMMUNITY
OF STEPHEN F. AUSTIN STATE UNIVERSITY

Article I. The Executive Branch

Every Student Community officer elected, except the judiciary, before entering upon the duties of that office, shall take the following oath: "I, (full name), do hereby solemnly swear that I will faithfully execute the duties of my office, and will to the best of my ability preserve, protect and defend the Constitution of the Student Community of Stephen F. Austin State University and defend the rights of the individual student."

Section I. All executive powers of the Student Community of SFASU shall be vested in the President, Vice President, Secretary and Treasurer.

Section II. Each executive officer must be a full-time student, must not be on disciplinary probation, and must maintain a 2.0 GPA. The President must be of junior standing at the time of assuming office. Each officer of the executive branch shall hold office for one full year beginning one week following his or her election.

Section III. The President is the chief executive officer and is responsible for enforcement of all rulings and legislation. The President shall:

A. maintain the office for twelve (12) full months.
B. preside over Senate meetings.
C. appoint student members of Student/Faculty Boards with the approval of 2/3 of the Senate.
D. appoint Justices to the University Supreme Court with the approval of 2/3 of the Senate.
E. appoint executive committees and/or commissions as deemed necessary for purposes of research and investigation without Senate approval.
F. have the power to veto legislation passed by the Senate. Presidential veto shall be within seven (7) days from the date of passage or such legislation shall become law.
G. issue executive orders that may be reviewed or repealed by the Senate and/or the Supreme Court.
H. appoint members of Student Boards with the approval of 2/3 of the Senate.
I. contract with commercial agencies for services deemed necessary subject to the approval of the Senate and in compliance with existing University fiscal policy.
J. submit a yearly budget to be acted upon by the Senate.
K. prepare and post in a public place a tentative agenda one (1) day prior to Senate meetings.
L. convene special sessions of the Senate.
M. report to the Senate on the progress of legislation within seven (7) days of presidential receipt.

Section IV. The Vice-President shall:

A. assume the office of President in the event of a vacancy in that office; all other executive offices which may become vacant shall be filled by special election.
B. cast the tie-breaking vote in the Senate. The Vice-President is the only member of the executive branch who has a vote.
C. have full speaking rights in the Senate.

Section V. The Secretary shall:

A. be responsible for the taking of the minutes of Senate meetings and all meetings of the executive branch.
B. keep a record of all executive communications with agencies and organizations.
C. keep a permanent and current record of the names of all members of the Senate, Supreme Court, executive branch committees and commissions, Student/Faculty Boards, all executive appointments, historical Senatorial records and all other records as shall be deemed necessary.
D. be responsible for the scheduling of the use of the executive office.
E. be responsible for keeping a current Statute Book.

Section VI. The Treasurer shall keep financial records and be prepared to report to the Senate and/or Executive on the current financial status at each Senate meeting.

Section VII. There shall be the following standing committees in the Executive Branch:

A. The Government Liaison Committee shall be responsible for keeping the President informed of all local, state, or national issues which have bearing on the Student Community. It shall act as a liaison to these agencies when deemed necessary.
B. The University Coordinating Committee shall be comprised of campus leaders and shall be responsible for coordinating campus projects.
C. The Finance Committee shall make recommendations to the University President concerning the amount and allocation of Student Service Fee.
1. The voting members of this committee shall be:

(a) The Chairperson of the Senate Appropriations Committee
(b) The President of the Student Community
(c) The President of the University Center
(d) The Speaker of the Senate
(e) The Treasurer of the Student Community
(f) The University Vice-President for Financial Affairs
(g) Three representatives appointed by the University Vice-President of Student Affairs. One of these three representatives must be from the student life division.

2. The non-voting members of the committee shall be such students, faculty and administrative personnel as deemed necessary.

3. The committee shall be chaired by the President of the Student Community. Except in the case of a tie, the President shall not vote, however, the President shall retain full speaking privileges.

4. A representative may be appointed for each of the voting members of the Finance Committee who is unable to attend meetings.

ARTICLE II. The Student Senate

Section I. All legislative powers of the Student Congress of SFASU shall be vested in the Student Senate.

Section II. Representation shall be:

A. By class with one (1) representative per four hundred (400) students and by school with one (1) representative per one hundred seventy-five (175) students. There shall be a minimum of two representatives for each of the above categories. Class officers, i.e., President, Vice-President, Secretary-Treasurer (except the Graduate Class which has only a President) shall be included in the computation of class representation and not in addition to it.

B. Residence Hall Association shall have one (1) voting member and one (1) ex-officio member.

C. The University Center shall have one (1) voting member and one (1) ex-officio member.

Section III. Each Senator must be a full-time student, maintain a 2.0 GPA, be a member of the class or school he or she represents, and not be on disciplinary probation. Senators shall serve a term of one year.

Section IV. The Senate shall:

A. Promulgate such rules and regulations as shall be deemed necessary for the well being of the Student Community.
B. Appropriate the Student Community budget.
C. Investigate such matters that are pertinent to the interest of the Student Community.
D. Make recommendations to the University administration on the formulations of University wide policy.
E. Have the power to impeach executive officers, its own members, Supreme Court Justices, student members of Student-Faculty Boards, and other people it approves. Removal of such persons shall be by a two-thirds vote of a quorum of the Senate. Grounds for impeachment proceedings shall be dereliction of duty as prescribed by this Constitution.
F. Elect its own officers, including a Speaker of the Senate from within the Senate. The Speaker of the Senate shall appoint members to committees and the Chairpeople of committees with approval of the Senate. The Speaker shall also have full voting and speaking privileges.
G. Determine its own rules and proceedings.
H. Have the power to override Presidential vetos with a two-thirds majority.
I. Establish the election code.
J. Sit in a reapportionment session at the beginning of each fall semester as soon as necessary records from the Registrar's office become available.
K. Have all powers not expressly granted to another branch.
L. Abide by the results of any initiative or referendum election.

SENATE BY-LAWS

1. The Senate will operate under the Revised Robert's Rules of Order, except in the case of a conflict with this Constitution or its By-Laws, in which case the Constitution or By-Laws will take precedence over all other procedural regulations.

2. At the end of each Senate meeting the President will announce the time and place of the next Senate meeting and of the next Executive Committee meeting.

3. At the beginning of all special meetings of the Senate, the President shall announce the purpose of calling the special meeting and any items relating to that purpose may be considered and voted upon by the Senate. Special meetings of the Senate shall be subject to the standing rules of the Senate and shall be governed by the same rules of procedure as regular meetings.

4. Student Senate meetings will be open for attendance to all students, and a person not a member of the Senate may address the Senate when recognized by the Chair.
5. Any item which is submitted to the Executive Committee in writing prior to the regular meeting must be placed on the agenda.

6. A Senator relieved of office by the Senate for any reason may appeal that decision to the University Supreme Court.

7. The motion of the previous question shall require the approval of three-fourths of the Senate present and voting at the time of the motion.

8. After the completion of new business a time period must be allotted for discussion of any item not on the agenda but forthcoming from the floor. During this open period, discussion may take place but no action may be taken except if the rules are suspended.

9. The rule of one person one vote shall apply to this body. No proxy votes are permitted.

10. Any Senator who knowingly votes on a measure in which he or she commits an act of conflict of interest shall be liable for removal from office by the Senate.

11. A quorum shall be one-half plus one of the Senate membership.

12. The Senate Executive Committee shall be Chaired by the Speaker of the Senate and its members shall be the chairperson of the Senate Standing Committees.

13. The Standing Committees of the Senate shall be:
   a. Appropriations Committee
   b. Judiciary Committee
   c. Public Relations Committee
   d. Academic Affairs Committee
   e. Student Rights Committee

14. The Senate shall establish other committees as it deems necessary.

15. In the event that a Senate seat vacancy occurs, the President shall appoint a temporary replacement with approval of two-thirds (2/3) of the Senate. However, after five (5) such appointments have been made, a special election must be held to fill the vacancies.
Article III. The Judicial Branch

Every University Supreme Court justice approved, before entering upon the duties of that office shall take the following oath:

"I do solemnly swear that I will administer justice without respect to persons and equal right to all; and that I will faithfully and impartially discharge all the duties incumbent on me as Justice, according to the best of my abilities and understanding agreeably to the Constitution and laws of Stephen F. Austin State University."

Section I. All judicial powers of Student Community of SFASU shall be vested in a University Supreme Court of seven justices and four advisors.

Section II. The President of the Student Community shall appoint the six Associate Justices and the Chief Justice with the advice and consent of two-thirds of the Student Senate. The four faculty advisors shall be appointed by the Vice-President for Student Affairs.

Section III. Each justice shall maintain a 2.0 GPA; be a full-time student at the time of his or her appointment (and during his or her term of office). A Supreme Court Justice must not be on disciplinary probation during his or her term of office.

Section IV. The jurisdiction of the Student Supreme Court will cover the following areas:

A. The Supreme Court shall have original and final jurisdiction over all conflicts that arise under this Constitution, its Amendments, or its Bill of Rights.
B. The Supreme Court shall have original and final jurisdiction on the constitutionality of Acts of the Executive.
C. The Supreme Court shall have original and final jurisdiction over the interpretations of the Election Code.
D. The Supreme Court shall have original and final jurisdiction over all questions concerning the constitutionality of the Student Senate's acts.
E. The Supreme Court shall have original and final jurisdiction over all conflicts between organizations and between individuals and organizations.
F. The Supreme Court shall have direct appellate and final jurisdiction in all cases that arise from denial of due process from the Resident Hall Association Hearing Board, the Traffic Appeals Board, the Student Discipline Board and the Communications Board.
G. The Supreme Court shall have appellate and final jurisdiction on all matters that arise from the Organizations Review Board.
H. The Supreme Court shall have the power to sit as an advisory body in cases of non-academic suspension.
I. In those cases where the University Administration vetoes legislation, the Supreme Court may ask the University President to place that legislation on the agenda of the Board of Regents for its consideration.
J. The Supreme Court may redirect original jurisdiction to other boards and assume appellate status when necessary.
K. The Supreme Court may hear cases directly referred to it by the Associate Dean of Student Regulations.
L. The President of the University shall of necessity have final jurisdiction on all matters as well as the University Vice-President for Student Affairs.

UNIVERSITY SUPREME COURT BY-LAWS

1. There shall be a Court Clerk designated by the Chief Justice from among the general student population. The Court Clerk shall keep records of all meetings and hearings.
2. There shall be a First Associate Justice elected at the first business meeting of the year from the Court members. It shall be his or her duty to preside over the Court in the absence of the Chief Justice.
3. A quorum of the Court shall be five members, and no proxies shall be permitted. No business meeting shall be conducted nor hearing without the presence of a quorum. Each member shall have one vote. In case of a tie, the appeal shall be rejected.
4. The results of all elections and referendums shall be certified within two class days.
5. The Court shall convene and determine any question within its jurisdiction within five class days. In case of extenuating circumstances, the Chief Justice, subject to the Court's approval, may extend the period of deliberation according to his discretion.
6. The Court shall convene within one day of the receipt of a petition of appeal of any election or referendum question and determine that appeal within one additional day. In case of extenuating circumstances, the Chief Justice, subject to the Court's approval, may extend the period of deliberation according to his discretion.
7. The Court shall convene at the discretion of the Chief Justice on the first Wednesday following Senate meeting in order to conduct
normal business matters. The Court will also convene on appeal concerning any matter within its scope as set forth in the Constitution.

8. Any student shall have the power to appeal any question that falls within the area of jurisdiction as stated in the Constitution. She or he must file a written petition in the Supreme Court Box located in the Student Government office. The Chief Justice shall check this box at a specified time daily. Upon receipt, he or she will notify the members of the Court, the plaintiff and the defendant of the date, the time, and the location of the hearing in writing.

9. All regular meetings and hearings of the Court will be in open session. Either party or the Chief Justice, subject to majority approval of the Court present, may close the meeting to the public. All deliberation by the Supreme Court shall be in closed session.

10. To initiate a Court action, the student shall follow these procedures:

   a. The plaintiff shall file a petition in the Supreme Court Box. The petition shall contain the names of the plaintiff, the defendant, the time, location and date of the violation. It shall also contain the cause of appeal and the names of any witnesses, if present. Upon receipt, the Chief Justice will set a time and place for the hearings (five class days for all matters except election controversies which must convene the next day, if it is a class day). He will also notify the members of the Court and the defendant(s) and plaintiff in writing.

   b. All parties shall be afforded the opportunity for reasonable oral argument, and shall be permitted, or requested by the Court to file typewritten, mimeographed, or printed briefs. Copies shall be presented to the other party.

   c. The plaintiff and defendant shall have the right to be present in person, to present witnesses and documentary evidence as may be pertinent and to cross-examine witnesses offered by the other party.

   d. The Supreme Court shall render a decision in writing within one class day for election and referendum violations and within five class days for other violations as outlined by the Constitution. In case of extenuating circumstances, the Chief Justice, subject to Court approval, may extend the period of deliberation according to his discretion.

   e. The failure of the plaintiff to appear, without justifiable cause determined by the Court, shall terminate his right to further Court action on that particular case.
11. The Supreme Court will also have the power to reject an appeal that is either unwarranted or not under their jurisdiction.

12. The Supreme Court shall have the authority to issue all writs that are deemed necessary and proper by the Court.

Article IV. Initiative and Referendum

Section I. Upon petition by five per cent (5%) of the Student Community, the Student President must call and preside over a general election of the SFASU Student Community within twenty (20) days.

Section II. Any member of the Student Community may initiate legislation provided that the proposed legislation bears the valid signature of five per cent (5%) of the Student Community. Such legislation shall be brought before the Student Senate for a vote. If rejected by the Student Senate it shall within twenty (20) days be put before a vote of the Student Community and shall require a majority of affirmative votes on the issue. Results of this election shall not be subject to presidential veto and shall be binding upon the Senate.

Article V. Recall

The members of the Student Community may recall any elected representative if the petition providing for a recall election shall be signed within ten (10) days by the number of members of the Student Community in the affected officer's district equal to fifteen percent (15%) of the total voters in that school or class, and provided that the question "Shall (name) be retained as a (state officer) from (district)?" shall receive a majority of nay votes in the election and that number shall be equal to a majority of the votes cast in the most recent election for Student President. Vacancies will be filled as provided for in this Constitution.

Article VI. Amendatory Procedure

This Constitution may be amended by a two-thirds vote of the Student Senate with the concurrence of a majority of the students voting in a special election.

Article VII. Ratification

The ratification of two-thirds (2/3) of the students voting shall be required for the establishment of this Constitution. All offices elected under the previous Constitution will be maintained for their Constitutionally required tenure.
BILL OF RIGHTS

1. The student shall have the right to freedom of expression.

2. The student shall have the right to establish and/or disseminate publications free from any censorship or any other official action controlling editorial policy or content.

3. The student shall have the right to freedom of assembly, to inform or protest, so long as the normal workings of the University are not disrupted.

4. The student shall have the right to be free from discrimination on the basis of race, color, place of national origin, religious creed, sex, or political belief.

5. The student shall have the right to petition for the redress of grievances.

6. The student shall have the right to judicial due process and the equal protection of the law.

7. The student has the right to protection from cruel and unusual punishment and to the right of appeal.

8. The student has the right to bring suit within the regular judicial process for any violation of rights guaranteed by this document or any student regulation.

9. The student has the right to invite to campus any person of her or his choice and hear that person speak on any subject of her or his choice, so long as the normal workings of the University are not disrupted.

10. The student has the right not to be put twice in jeopardy for the same offense.

11. The student shall have the right to freedom of association.

12. The student shall have the right to be secure in his or her possessions, against invasion of privacy and unreasonable search and seizure.

13. The student's membership in the academic community shall in no way preclude her or him from the free exercise of any rights guaranteed by the Constitution of the State of Texas or the Constitution of the United States of America.
Upon motion of Regent Perkins, seconded by Regent Todd, with all Regents voting aye, it was ordered that the request by the student body for the University to be authorized to collect a voluntary $2 fee for a student chapter of Tex-Pirg, Inc., be deferred and that the Chairman of the Board appoint a committee to study the matter and present a report and recommendation at the next meeting.

Chairman McGee appointed Regent Perkins Chairman, and Regents Justice and Todd as Members, of the committee to study the request of Tex-Pirg, Inc.

There being no further business the meeting was adjourned.

The next regular meeting will be held in January 1974, with a date and place to be determined at a later date.

C. G. Haas
Secretary