MINUTES OF
Board of Regents
of
Stephen F. Austin State University

January 25, 1975

Dallas, Texas
INDEX

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

VOLUME NO. 26
January 25, 1975

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January 25, 1975

The meeting was called to order by Walter C. Todd, Chairman of the Board of Regents, at 9:00 a.m. January 25, 1975.

PRESENT:

Members: Walter C. Todd of Dallas
         Robert C. Gray of Austin
         Homer Bryce of Henderson
         Ernest Powers of Carthage
         James I. Perkins of Rusk
         Mrs. George Cullum, Jr. of Dallas
         Joe Bob Golden of Jasper
         Mrs. Peggy Wedgeworth Wright of Nacogdoches

ABSENT: Glenn Justice of Dallas

PRESENT: C. G. Haas, Secretary of the Board
         Dr. R. W. Steen, President of the University
Upon motion of Regent Gray, seconded by Regent Powers, with all members voting aye, it was ordered that the minutes of the meeting of October 19, 1974, be approved.

Upon motion of Regent Perkins, seconded by Regent Bryce, with all members voting aye, it was ordered that R. W. Steen be elected President of the University for the period September 1, 1975 to August 31, 1976.

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

1. Department of Accounting

   Ms. Peggy Self, 36, M.B.Ed. (Stephen F. Austin State University), Instructor (one-quarter time) of Accounting at a salary rate of $1,000 for the spring semester, 1975, only.

2. Department of Computer Science

   Dr. Thomas J. Sager, 33, Ph.D. (University of New Mexico), Assistant Professor of Computer Science at a salary rate of $13,500 for nine months, effective spring semester, 1975.

3. Department of Elementary Education

   Mr. Ken R. Craycraft, 26, M.Ed. (Stephen F. Austin State University), Graduate Intern in Elementary Education at a salary rate of $3,750 for the spring semester, 1975, only.

   Mr. Alfred L. Dempsey, 24, Audio-Visual Electronic Technician (half-time) at a salary rate of $2,250 for the spring semester, 1975, only.

   Ms. Judy Kaye Dempsey, 24, B.M.Ed. (State College of Arkansas), Head Teacher in Elementary Education Kindergarten at a salary rate of $3,600 for the spring semester, 1975, only.

   Ms. Diane Louise Silva, 26, M.Ed. (Stephen F. Austin State University), Graduate Intern in Elementary Education at a salary rate of $3,750 for the spring semester, 1975, only.

4. School of Forestry

   Mr. Michael S. Fountain, 27, M.S.F. (Stephen F. Austin State University), Instructor of Forestry at a salary rate of $8,250 for nine months, effective spring semester, 1975.
Dr. Sherwood C. McIntyre, Jr., 30, Ph.D. (Auburn University), Assistant Professor of Forestry at a salary rate of $11,000 for nine months, effective spring semester, 1975.

Dr. George Rink, 33, Ph.D. (University of Tennessee), Assistant Professor of Forestry at a salary rate of $11,000 for nine months, effective spring semester, 1975.

Dr. Charles D. Webb, 39, Ph.D. (North Carolina State University), Associate Professor of Forestry and Director of Forestry Research at a salary rate of $17,500 for nine months, effective spring semester, 1975.

5. Department of Home Economics

Ms. Dee S. Blackstone, 63, M.Ed. (Stephen F. Austin State University), Graduate Intern in Home Economics at a salary rate of $1,875 for the last half of the spring semester, 1975, only.

Ms. Dennie L. Lindsey, 30, M.S. (East Texas State University), Instructor (half-time) of Home Economics at a salary rate of $2,200 for the spring semester, 1975, only.

Ms. Betsy C. Shaw, 33, M.S. (East Texas State University), Instructor (half-time) of Home Economics at a salary rate of $2,200 for the spring semester, 1975, only.

Ms. Susan F. Stivers, 24, M.S. (University of Tennessee-Knoxville), Instructor of Home Economics at a salary rate of $4,500 for the spring semester, 1975, only.

Ms. Carolyn S. Voigtel, 39, M.Ed. (Stephen F. Austin State University), Nursery School Assistant (half-time) in Home Economics at a salary rate of $1,561 for the spring semester, 1975, only.

6. Department of Management

Mr. Johnny T. Long, 48, M.Ed. (Stephen F. Austin State University), Instructor (half-time) of Management at a salary rate of $2,837 for the spring semester, 1975, only.

7. Department of Modern Languages

Dr. Arthur Ramirez, 31, Ph.D. (University of Texas-Austin), Assistant Professor of Modern Languages at a salary rate of $11,500 for nine months, effective fall semester, 1975.

8. Department of Music

Ms. Betty Ridge Grout, 29, M.A. (Stephen F. Austin State University), Instructor (half-time) of Music at a salary rate of $1,875 for the spring semester, 1975, only.
9. Department of School Services

Mr. William Harry Bryan, 31, M.A. (Western Michigan University), Assistant Professor of School Services at a salary rate of $12,500 for nine months, effective spring semester, 1975.

10. Department of Secondary Education

Ms. Hilda Martin Harris, 31, M.S.Ed. (Henderson State College), Instructor (half-time) in Secondary Education at a salary rate of $2,250 for the spring semester, 1975, only.

11. Student Affairs Division

Ms. Mary Jane Mangham, 53, R.N. (St. Agnes School of Nursing), University Nurse, University Health Services, at a salary rate of $10,000 for twelve months, effective December 1, 1974.

12. University Physical Plant

Mr. Charles E. Burkhead, 31, Work Control Center Supervisor, Physical Plant, at a salary rate of $10,200 for twelve months, effective December 1, 1974.

Mr. Gus V. Triana, Jr., 36, Carpenter Foreman, Physical Plant, at a salary rate of $9,360 for twelve months, effective December 1, 1974.

Mr. Donald W. Scales, 33, Plumbing Foreman, Physical Plant, at a salary rate of $9,360 for twelve months, effective December 1, 1974.

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

1. Department of Elementary Education

Ms. Claudia Beth Long, Instructor of Elementary Education and Head Teacher, University Kindergarten, effective December 31, 1974. Ms. Long has accepted employment elsewhere.

2. Department of English


Ms. Roxana S. Willis, Instructor of English, effective December 31, 1974. Ms. Willis has completed her temporary contract.
3. School of Forestry

Dr. Robert D. Baker, Professor of Forestry, effective December 31, 1974. Dr. Baker has accepted employment elsewhere.

Mr. Finis H. Prendergast, Jr., Lecturer (one-quarter time) of Forestry, effective December 31, 1974. Mr. Prendergast has completed his temporary contract.

Dr. Seymour I. Somberg, Professor of Forestry, effective September 30, 1974. Dr. Somberg resigned for personal reasons.

Mr. Garnet H. Weaver, Instructor of Forestry, effective December 31, 1974. Mr. Weaver has accepted employment elsewhere.

4. University Library


5. Student Affairs Division

Mr. Winston E. Bishop, Patrolman, University Police Department, effective January 13, 1975. Mr. Bishop has accepted employment with the Parks and Wildlife Service as a game warden.

6. University Computer Center

Mr. Ben Jarboe, Manager of Systems and Operations, University Computer Center, effective November 21, 1974. Mr. Jarboe has accepted employment elsewhere.

74-111

Upon motion of Regent Bryce, seconded by Regent Gray, with all members voting aye, it was ordered that the following changes in status be approved:

1. School of Forestry

Dr. James C. Kroll, Assistant Professor of Forestry, from a salary rate of $11,000 for nine months to $12,000 for nine months, effective January 13, 1975.

Dr. Michael H. Legg, Assistant Professor of Forestry, from a salary rate of $11,000 for nine months to $12,000 for nine months, effective January 13, 1975.

Mr. R. Montague Whiting, Instructor of Forestry, from 100% teaching at a salary rate of $10,000 for nine months to 75% teaching at a salary rate of $7,500 for nine months, effective January 13, 1975. Mr. Whiting is engaged in Ph.D. studies in the cooperative program with Texas A&M University.
2. Department of Home Economics

Dr. Patsy J. Spurrier, Assistant Professor of Home Economics, from 100% teaching in the Department of Home Economics to 25% teaching in Home Economics and 75% Administration, effective January 13, 1975. Dr. Spurrier will serve as an administrative intern for the spring semester, 1975, only.

3. Student Affairs Division

Ms. Jo Beth Mace, from Laboratory Technician, University Health Services, at a salary rate of $9,000 for ten and a half months to Chief Technologist/Health Clinic Administrator at a salary rate of $10,500 for twelve months, effective January 1, 1975.

74-112

Upon motion of Regent Wright, seconded by Regent Powers, with all members voting aye, it was ordered that the following requests for leave be granted:

1. Department of Home Economics

Ms. Mary Ruth McKinney, Instructor of Home Economics, for the spring semester, 1975. Ms. McKinney is enrolled in an approved Ph.D. program.

2. University Library

Mr. Abby Mazaher, Associate Library Director of Technical Services, for twelve months, effective January 1, 1975. Mr. Mazaher will assist the Free University of Iran in establishing a multi-media center.

74-113

Upon motion of Regent Wright, seconded by Regent Bryce, with all members voting aye, it was ordered that the following promotions be approved:

1. Department of Modern Languages

Ms. Elizabeth B. Davis, from Assistant Professor to Associate Professor of Modern Languages, effective spring semester, 1975, at a salary rate of $12,225 for nine months, effective January 13, 1975. Ms. Davis has been recommended by her department head and dean.

2. Department of School Services

Dr. C. Richard Voigtel, from Assistant Professor to Associate Professor of School Services, effective spring semester, 1975. Dr. Voigtel has completed the requirements for promotion and has been recommended by his department head and dean.
Upon motion of Regent Cullum, seconded by Regent Powers, with all members voting aye, it was ordered that the following retirement be accepted:

1. Student Affairs Division

   Ms. Lena Arnwine, University Nurse, University Health Services, effective February 1, 1975.

74-115

Upon motion of Regent Gray, seconded by Regent Bryce, with all members voting aye, it was ordered that Change Order No. 2 in the amount of $9,259 and Change Order No. 3 in the amount of $17,997 to be added to the Allen M. Campbell Company contract for the construction of the Business and Education Buildings, be approved and that the Chairman of the Board be authorized to sign the Change Orders.

74-116

Upon motion of Regent Perkins, seconded by Regent Powers, with all members voting aye, it was ordered that the several existing bank depository contracts be amended, effective December 1, 1974, as follows:

"It is agreed that the Depository shall pay interest on all funds deposited with it as time deposits, at rates which are determined as of the date of the deposits, to be based on the 'bid' price for corresponding maturities of U. S. Treasury Bills as shown in the latest publication available of the Wall Street Journal. If the exact maturity date is not listed in the Journal, the nearest date shown will be used."

74-117

Upon motion of Regent Perkins, seconded by Regent Wright, with all members voting aye, it was ordered that the University be authorized to seek agreements with individual Texas banks to provide for the placing of University funds on certificates of deposits so as to obtain the best interest rates possible, and that the President of the University be authorized to sign such agreements, including the provision for securing said funds as provided in the University's existing bank depository contracts.

74-118

Upon motion of Regent Gray, seconded by Regent Powers, with all members voting aye, it was ordered that the University be authorized to issue a purchase order in the amount of $29,475.33 to Moore Construction Company of Jacksonville, Texas, for the construction of a Storm Water Lift Station on the Coliseum construction site, as authorized by the interim authority of the executive committee of the Board of Regents on December 18, 1974.
74-119
Upon motion of Regent Bryce, seconded by Regent Perkins, with all members voting aye, it was ordered that a Regents' committee be appointed in regard to considering the naming of buildings and report to the April meeting of the Board. The Chairman appointed a committee as follows: Chairman Perkins, Members Bryce, Wright, and Powers.

74-120
Upon motion of Regent Bryce, seconded by Wright, with all members voting aye, it was ordered that the salaries and wages for all personnel, as listed in the Amended Annual Budget for the fiscal year beginning September 1, 1974, ratified in the meeting of the Regents on October 19, 1974, and as stipulated to expire January 31, 1975, be extended until the effective date of the Sixty-fourth Legislature's appropriations for such salaries and wages for the current fiscal year, and that any changes required by Legislative act be authorized.

74-121
Upon motion of Regent Gray, seconded by Regent Perkins, with all members voting aye, it was ordered that the contract with Thomas & Thompson Construction Company for $394,600 to (1) construct twelve additional tennis courts; (2) remove the Women's Recreational Center building, the Aikman Gym, and the Men's H.P.E. Office Building; and (3) to resurface certain streets and parking lots on the campus, be approved and the Chairman of the Board be authorized to sign the contract.
CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

THIS AGREEMENT, made this the twenty-fifth day of January,
Nineteen hundred and seventy-five by and between the BOARD OF
REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS,
acting herein through its President, hereinafter called "Owner" and THOMAS &
THOMPSON CONSTRUCTION COMPANY, INC., LUFKIN, 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
TENNIS COURTS III, RAGUET STREET CONVERSION PHASE I and
PAVING 1975 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 enumeration of the Specifications and Drawings:

Drawings and Specifications entitled TENNIS COURTS III, RAGUET STREET CONVERSION PHASE I and PAVING 1975, 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 - Pages 1 and 2, dated December 27, 1974
Addendum No. 2 - Page 1, dated January 3, 1975
Addendum No. 3 - Page 1, dated January 6, 1975

Disregard the words "etc." at the ends of the three paragraphs of Addendum No. 3 listing items to be salvaged.

Paving Areas "B" and "C" are to have paving repair and 1-5/8" topping in addition to other things shown.

1. This Contract is to cover the General Contract Work, Plumbing, and Electric Work, complete. 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 by August 1, 1975. The Contractor further agrees to pay as liquidated damages the sum of $200.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.33 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, the sum of THREE HUNDRED NINETY FOUR THOUSAND SIX HUNDRED DOLLARS ($394,600.00) out of Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from funds provided by Auxiliary Enterprise Surplus Funds and Student Fee Bond Proceeds.

The basis of the above contract price is as follows:

| Base Bid | $394,600.00 |

26-11
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 repay Owner all outlay and expense which Owner may incur in making good any default.

2. That Contractor shall pay all persons who have contracts 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, $500,000.00.

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 in an amount not less than $500,000.00 on account of one occurrence; Property Damage Insurance in an amount not less than $300,000.00.

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**
   
   $500,000.00 (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.
1) 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:** Delete Paragraph 11.3 of General Conditions. The work is entirely at the Contractor's risk until it is accepted by the Owner, and the Contractor will be held liable for its safety to the amount of money paid by the Owner on account of same. The Contractor may protect himself with Builder's Risk Insurance at his option.

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

<p>| | |</p>
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<tr>
<td>Labor</td>
<td>$134,600.00</td>
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<tr>
<td>Materials</td>
<td>$260,000.00</td>
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<tr>
<td>Total</td>
<td>$394,600.00</td>
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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 ____________________________

THOMAS & THOMPSON CONSTRUCTION CO., INC.
P. O. Box 1502
LUFKIN, TEXAS 75901
Address

SEAL

By ____________________________

READ AND EXAMINED:

By ____________________________

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.
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)

THOMAS & THOMPSON CONSTRUCTION COMPANY, INC.

of (2) Lufkin, Texas hereinafter called Principal and (3) FIDELITY & DEPOSIT COMPANY OF MARYLAND of

Baltimore, State of Maryland, hereinafter called the Surety, are held and firmly bound into (4)

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter call Owner, in the penal sum of Three Hundred Ninety-Four Thousand, Six Hundred & No/100 DOLLARS ($394,600.00 +), 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 25th day of January, A. D., 1975, a copy of which is attached hereto and made a part hereof for the construction of:
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 four (4) counterparts, each one of which shall be deemed an original, this 25th day of January, A.D., 1975.

ATTEST:

THOMAS & THOMPSON CONSTRUCTION COMPANY, INC.

Principal
Bill C. Thompson
(Principal) Secretary

SEAL

President

Witness as to Principal

(Address)

ATTEST:

FIDELITY & DEPOSIT COMPANY OF MARYLAND
Surety

(Surety) Secretary

Witness as to Surety

P. O. Box 9, Lufkin, Texas 75901
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.
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. THOMAS & THOMPSON CONSTRUCTION COMPANY, INC.,

a Corporation

of Lufkin, Texas hereinafter called Principal and

2. FIDELITY & DEPOSIT COMPANY OF MARYLAND

of Baltimore

State of Maryland hereinafter called the Surety,

are held and firmly bound unto 3. 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 Three Hundred Ninety-Four thousand, Six Hundred & No/100 DOLLARS ($394,600.00)

in lawful money of the United States, to be paid in

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

4. BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

the Owner,
dated the 25th day of January, A. D., 1975,
a copy of which is hereto attached and made a part hereof for the
construction of: TENNIS COURTS III, RAGUET STREET CONVERSION PHASE I
and PAVING 1975.

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 four (4) counterparts, each one of which shall be deemed an original, this the


ATTEST:

THOMAS & THOMPSON CONSTRUCTION COMPANY, INC.
Principal

Billie C. Thompson
(Principal) Secretary

BY

President

Witness as to Principal

(Address)

ATTEST:

FIDELITY & DEPOSIT COMPANY OF MARYLAND
Surety

(Surety) Secretary

By

Attorney-in-Fact

Witness as to Surety

P. O. Box 9, Lufkin, Texas 75901
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.
Know All Men By These Presents: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JOHN C. GARDNER, Vice-President, and C. M. PECOT, JR., Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized to do so by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary, or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Resident Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint E. L. Bartlett, Sr., E. L. Bartlett, Jr., Ele Baggett and H. J. Shands, Jr., all of Lufkin, Texas, EACH, as its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), .EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians. And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of E. L. Bartlett, Sr., et al., dated September 23, 1957.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

In Witness Whereof, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of August, A.D. 1972.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Attorney-in-Fact

STATE OF MARYLAND

City of Baltimore

On this 28th day of August, A.D. 1972, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

Notary Public Commission Expires July 1, 1974

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect upon the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

Resolved: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

In Testimony Whereof, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 25th day of January, 1975.
# INSURANCE CERTIFICATE

This is to certify that the policy or policies, if any, described in items 1 through 6 have been issued by the Texas Employer's Insurance Association, or the Employers Casualty Company, and/or the Employers National Insurance Company, as insurer or insurers to the insured designated in this certificate, that each such policy or policies, subject to the limits of liability, exclusions, provisions, conditions and other terms thereof, are in full force and effect as of date of this certificate. If any such policy is cancelled or is not renewed at the request of either the insured or the insurer, or if any such policy or renewal thereof, is changed in any manner or for any reason so as to affect this certificate, ten days' prior written notice will be mailed by the insurer to the certificate holder, herein named. The certification of insurance as shown in this certificate remains in effect until ten days' written notice mailed to the certificate holder (at the address shown below) as above provided, or if a date is shown in the column for "expiration date," such insurance shall expire either upon such date, or upon the date specified in written notice mailed ten days prior thereto, whichever shall first occur. This certification is not a joint but is a separate undertaking of each of the insurance carriers shown below. This certificate neither affirmatively or negatively amends, extends, or alters the coverage afforded by the policy or policies certified.

## E AND ADDRESS OF CERTIFICATE HOLDER

Stephen F. Austin University  
c/o Kent, Marzello & Scott  
104 Perry Building  
Lufkin, Texas 75901

## E AND ADDRESS OF INSURED

Thomas & Thompson Construction Company, Inc.  
P.O. Box 1502  
Lufkin, Texas 75901

## EFFECTIVE DATE OF THIS CERTIFICATE

January 16, 1975

## ISSUED AT

Tyler, Texas

## TEXAS EMPLOYER'S INSURANCE ASSOCIATION

EMPLOYERS NATIONAL INSURANCE COMPANY

EMPLOYERS CASUALTY COMPANY

DALLAS, TEXAS

## LIMITS OF LIABILITY NOT LESS THAN

<table>
<thead>
<tr>
<th>Kind</th>
<th>Policy Number</th>
<th>Expiration Date</th>
<th>Each Person</th>
<th>Each Accident or Occurrence Per Policy or Aggregate</th>
<th>STATE AND LOCATION OF OPERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage A</td>
<td>67068</td>
<td>If Blank-See Heading</td>
<td>XX</td>
<td>$500,000</td>
<td>STATE OF TEXAS</td>
</tr>
<tr>
<td>Coverage B</td>
<td>And Renewal Thereof</td>
<td>If Blank-See Heading</td>
<td>XXX</td>
<td>$100,000</td>
<td>Disease Only</td>
</tr>
<tr>
<td>Coverage A</td>
<td>And Renewal Thereof</td>
<td>If Blank-See Heading</td>
<td>XXX</td>
<td>$100,000</td>
<td>Disease Only</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>557740*</td>
<td>If Blank-See Heading</td>
<td>N/A</td>
<td>$100,000</td>
<td>Disease Only</td>
</tr>
<tr>
<td>Property Damage</td>
<td>And Renewal Thereof</td>
<td>If Blank-See Heading</td>
<td>XXX</td>
<td>$500,000</td>
<td>U.S.A., ITS TERRITORIES OR POSSESSIONS AND CANADA</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>And Renewal Thereof</td>
<td>If Blank-See Heading</td>
<td>XXX</td>
<td>$300,000</td>
<td>U.S.A., ITS TERRITORIES OR POSSESSIONS AND CANADA</td>
</tr>
<tr>
<td>Property Damage</td>
<td>And Renewal Thereof</td>
<td>If Blank-See Heading</td>
<td>XXX</td>
<td>Not Applicable</td>
<td></td>
</tr>
</tbody>
</table>

*This policy includes blanket contractual for hold harmless agreements.

*This property damage limit shown is applicable only to work performed on the Tennis Courts & Ragnat Street Alterations at Stephen F. Austin University.

*This policy includes personal injury coverage.

*Exclusion removed

(COVER)
his policy covers as owner, Stephen F. Austin University, for work performed by Thomas & Thompson Construction Company, Inc. limited to work performed on the Tennis courts and Raguet Street Alterations at Stephen F. Austin University, by attachment of Standard Endorsement #IRB-G115.

his policy covers Kent, Marsellos & Scott Architects as "other interests" for work performed by Thomas & Thompson Construction Company, Inc. on the Tennis Courts and Raguet Street Alterations at Stephen F. Austin University, by attachment of Standard Endorsement #G-107.
10. Owners of land leased to others under long-term contracts, and upon which buildings have been erected by the lessees, on policies covering the lessees.

11. Owners or Lessees on policies covering contractors as regards liability for operations performed for such owners or lessees by such contractors or by others on behalf of such contractors provided insurance exists in the same company for agreements indemnifying the owner or lessee for liability arising out of the same operations. [Use Standard Endorsement—IRB-G115.]

12. Trustees or members of boards of governors, on policies covering charitable or educational institutions.

13. Trustees, members of boards of governors or clergymen, on policies covering religious institutions.

B. Additional charge. Other interests may be included as follows:

1. Architects, engineers or surveyors. Coverage for architects, engineers and surveyors engaged by the named insured may be included as additional interests under policies issued to owners or contractors at an additional premium charge of 10%. Such coverage shall exclude coverage for claims arising out of any professional services performed by or for the named insured, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services. [Use Standard Endorsement G107.]

2. Employees other than executive officers. Risks involving coverage for the personal liability of employees in connection with their occupational pursuits on policies covering their employers shall be submitted for rating. [Use Standard Endorsement G106.]

3. Gasoline or Oil Dealers. Lessors of premises operated as (i) Gasoline Stations—retail, or (ii) Gasoline or oil bulk distributing points, and operators of such premises may be covered under one policy at the rates and minimum premiums per location and per policy, applicable to each operator under a separate policy, increased 10%. [Use Standard Endorsement G109.]

4. Owners, managers or operators of premises, or interests from whom premises have been rented or leased, may be included on policies covering lessees or tenants, at 90% of the Owners, Landlords and Tenants Liability premium which would apply if they were separately insured except as specified under paragraph 3, above. [Use Standard Endorsement—IRB-G116.]

5. Owners or Lessees on policies covering contractors, or contractors on subcontractors policies, at 90% of the owners or contractors protective liability premium which would apply if they were separately insured. [Use Standard Endorsement—IRB-G115 to apply.]

6. States, counties, cities or other governmental units. Coverage for the liability of governmental units on policies issued to the owner or lessee of the premises, in connection with permits involving:

(i) the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, hoistway openings, manholes, mui-stakes, sidewalk vaults, street banners, street decorations, and similar types of exposures or

(ii) the construction, erection or removal of elevators, may be included at additional charges as:

B.I. $4.00 P.D. $2.50

These charges apply for one or more such exposures, per policy for one year or less, and are not subject to short rate adjustment. If Property Damage coverage is afforded the additional interest, and not the principal interest, the above P.D. charge applies disregarding the minimum premium. (Report statistically under governing classification.) [Use Standard Endorsement G111.]

7. States, counties, cities or other governmental units. Coverage for the liability of governmental units on policies issued to contractors, in connection with permits, except those involving operations performed for governmental units, may be included at additional charges of:

RATES:

B.I. (a) P.D. (a)

Minimum Premiums—per policy—one year or less—not subject to short rate adjustment:

B.I. (a) P.D. (a)

If Property Damage coverage is afforded the additional interest, and not the principal interest, the P.D. rate and minimum premium apply, disregarding the basic Manufacturers and Contractors Property Damage minimum premium. (Report statistically under governing classification.) [Use Standard Endorsement G110.]

8. Volunteer Workers. Risks involving coverage for the personal liability of volunteer firemen, auxiliary policemen or other volunteer workers in connection with their volunteer activities, on policies covering the interests for whom such activities are performed, shall be submitted for rating.

9. All other additional interests may be included at an additional premium charge of 10%, except as stated in division C, "Exclusions."

C. Exclusions. The interests listed below shall not be included except as specified under division A, "No additional charge."

1. Architects, engineers or surveyors not engaged by the insured.

2. Contractors on policies covering owners or lessees.

3. States, counties, cities or other governmental units, in connection with permits issued for operations performed for the governmental unit.

4. Sub-contractors on policies covering owners or lessees or contractors.

5. Tenants or lessees, on policies covering owners, managers or operators of premises or interests from whom premises have been rented or leased, except as specified under division B paragraph 3.

XIII. CLASSIFICATION PROCEDURE

A. The Governing Classification of a risk is defined as that classification other than the Standard Exceptions classifications, which carries the largest amount of payroll.
CERTIFICATE OF INSURANCE

Issued at the request of: Wilbur Kent
                            Kent, Marsellos & Scott
                            404 Perry Building
                            Lufkin, Texas 75901

THIS IS TO CERTIFY THAT the insured named below is at this date insured with the
named company as described in the following schedule:

DESCRIPTIVE SCHEDULE

<table>
<thead>
<tr>
<th>Name of Insured</th>
<th>Thomas &amp; Thompson Construction, Co., Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>P. O. Box 1502</td>
</tr>
<tr>
<td>Address of Insured</td>
<td>Lufkin, Texas 75901</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Expiration Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive</td>
<td>DCL 07 76 20</td>
<td>7/8/75</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Access of the Insured's General Liability, Automobile Liability, Employers' Liability and
any other form of Casualty Insurance, as set out in the Schedule of Underlying Insurance
attached to this policy.

THE EVENT OF CANCELLATION of the insurance it is agreed the issuing company will make
every effort to notify the party to whom this certificate is issued of such cancellation.
It undertakes no responsibility by reason of any failure so to do.

Covers: Tennis Courts III, Raguet Street Conversion phase I and
        Paving 1975.

ERVING AGENT:
Bartlett, Baggett & Shands
P. O. Box 9
Lufkin, Texas 75901

UNITED STATES FIRE INSURANCE COMPANY

WESTCHESTER FIRE INSURANCE COMPANY

THE NORTH RIVER INSURANCE COMPANY

INTERNATIONAL INSURANCE COMPANY

Authorized Representative
Gentlemen: This is to certify that insurance policies, subject to their terms, conditions and exclusions, are at present in force in the Company indicated above by ☑, as follows:

<table>
<thead>
<tr>
<th>KIND OF INSURANCE</th>
<th>LIMITS OF LIABILITY</th>
<th>POLICY NO.</th>
<th>EFFECTIVE</th>
<th>EXPIRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each Person</td>
<td>Each Occurrence</td>
<td>Aggregate</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>$000</td>
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<tr>
<td>Manufacturers' &amp; Contractors'</td>
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<td></td>
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<tr>
<td>/ Injury Liability</td>
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<tr>
<td>Party Damage Liability</td>
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<td>$000</td>
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</tr>
<tr>
<td>Insurers or Contractors'</td>
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<td>$000</td>
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<tr>
<td>/ Injury Liability</td>
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<tr>
<td>Property Damage Liability</td>
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<td>Comprehensive Automobile</td>
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<tr>
<td>Party Damage Liability</td>
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<td>$50,000</td>
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<tr>
<td>Comprehensive General</td>
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<td>Party Damage Liability</td>
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<td>/ Injury Liability</td>
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<tr>
<td>Party Damage Liability</td>
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<td></td>
</tr>
</tbody>
</table>

Notice will be given to the party whose name is in this certificate in the event of cancellation.

By

Authorized Representative

Date 1/16/75
Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that the architectural agreement with Kent, Marsellos, and Scott for the design and supervision of the tennis courts, Raguet Street improvements and general paving project be approved and the Chairman of the Board be authorized to sign the contract. (The fee is 7.3%).
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Twenty Fifth day of January in the year Nineteen Hundred and Seventy Five 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-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, TENNIS COURTS III, RAGUET STREET CONVERSION PHASE I AND PAVING 1975 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; Seven and Three Tenths Per Cent (7.3%) 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 Auxiliary Enterprise Surplus Funds and Student Fee Bond Proceeds and other funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

b) For the Architect's 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 and any other services included in Article 14 as Basic Services.
SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 Based on the mutually agreed upon program, 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. 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 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.
1.12 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 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 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.

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 submission 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 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

The following Services shall be provided when authorized in writing by the Owner, and they shall be paid for by the Owner as hereinbefore provided.
1.3.1 Providing 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, environmental studies 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 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.7 Providing services for planning tenant or rental spaces.

1.3.8 Making 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.

1.3.9 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
1.3.10 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.

1.3.11 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.

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

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

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

1.3.15 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, including a complete program, 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 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 services.

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 recommendations.

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 becomes aware of any default 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 If the Construction Cost is to be used as the basis for determining the Architect's Compensation for Basic Services, it shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect. The Construction Cost shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the cost of all such Work, including costs of managing construction;
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 his 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 The cost of labor, materials and equipment 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.

3.4 Statement 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.
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3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by the parties and 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 Bidding or Negotiating Phase has not commenced within six months after the Architect submits the Construction Documents to the Owner, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The adjustment shall reflect changes between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.5.2 When a fixed limit of Construction Cost, including the Bidding contingency (adjusted as provided in Subparagraph 3.5.1, if applicable), is established as a condition of this Agreement and is exceeded by the lowest bona fide bid or negotiated proposal, the Detailed Estimate of
Construction Cost or the Statement of Probable Construction cost, the Owner shall (1) give written approval of an increase in such fixed limit, within a reasonable time, or (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

Direct Personnel Expense is defined as the salaries of professional, technical and clerical employees engaged on the Project by the Architect, and the cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, 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 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 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 Payments for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each Phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:

- Schematic Design 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 6.3, and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect’s statement of services rendered.

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

6.4 If the Project is abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph 8.3 resulting from such suspension or abandonment.

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 Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a Multiple of Direct Personnel Expense 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

8.1 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 party initiating the termination.

8.2 In the event of termination due to the fault of parties other than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all termination expenses.

8.3 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

- 20 percent if termination occurs during the Schematic Design Phase; or
- 10 percent if termination occurs during the Design Development Phase; or
- 5 percent if termination occurs during any subsequent phase.

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 between the parties to this Agreement, 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. No arbitration, arising out of, or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent.
containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto 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.
This Contract is executed in four counterparts.

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By
President of the Board

ATTEST:

Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By
Upon motion of Regent Perkins, seconded by Regent Gray, with all members voting aye, it was ordered that the Board's rules and regulations be amended by inserting the following:

The official retirement age for employees of the University is seventy years, and an employee shall be retired on August 31 next after attaining age seventy. Academic deans, department heads, and any other administrative officers holding positions normally subject to the protection of tenure shall be relieved of administrative responsibilities on August 31 next after attaining age 65. (This regulation will become effective on August 31, 1976, and will apply on that date to those who have reached age 65.) An individual in this category may continue to serve the University as a faculty member at an appropriate salary until August 31 following the seventieth birthday.

The Board of Regents may make exceptions to this rule for the benefit of the University.

Upon motion of Regent Gray, seconded by Regent Powers, with all members voting aye, it was ordered that C. G. Haas, Secretary to the Board, be authorized to receive bids on the sale of the Board's subordinate lien Ad Valorem Tax Bonds and is further authorized to accept the bid which, in his judgment, is the most desirable, subject to the confirmation of same by action of the Board.
Upon motion of Regent Cullum, seconded by Regent Powers, with all members 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)

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<thead>
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<th>Title</th>
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<tr>
<td>Applied Arts &amp; Sciences 495</td>
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<td>Applied Arts &amp; Sciences 496</td>
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<td>Art 405</td>
<td>Textiles and Weaving</td>
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<td>English 234</td>
<td>Literary Genres</td>
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<td>Forestry 351</td>
<td>Introduction to Wildland Recreation</td>
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COURSES TO BE REVISED: (Curriculum Committee)

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<td>Practicum in Clothing (3)</td>
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<td>Practicum in Fashion (3)</td>
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<td>School Services 472</td>
<td>Aural Rehabilitation (3)</td>
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<td>Speech and Language for the Deaf (3)</td>
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COURSES ADDED: (Graduate Council)

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<td>Forestry 506G</td>
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<td>Forestry 540G</td>
<td>Forest Recreation Planning</td>
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<td>Geography 459G</td>
<td>Urban Planning</td>
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<td>Political Science 580</td>
<td>Practicum in Political Science</td>
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<td>Theatre 401G</td>
<td>Stage and Theatre Management</td>
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COURSES TO BE REVISED: (Graduate Council)

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<td>Theatre 480G</td>
<td>High School Theatre Activities (2)</td>
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74-126
Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, the University was granted permission to petition the Coordinating Board to offer the following degree programs:

1. Master of Science Degree with a Major in Statistics

2. Bachelor of Arts Degree with Interdepartmental Majors in Liberal Arts

3. Doctor of Forestry

74-127
Upon motion of Regent Powers, seconded by Regent Gray, with all members voting aye, permission was granted the University to increase the reading evaluation fee from $5.00 to $15.00 and to increase the reading instruction fee from $15.00 to $30.00 per semester.

The meeting adjourned at 11:30 a.m. The next regular meeting will be the annual meeting in April held on the campus of the University.