# Minutes of the Meeting

Stephen F. Austin State University
Board of Regents
held in Nacogdoches, Texas

**July 26, 1975**

**VOLUME NO. 29**

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MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN NACOGDOCHES, TEXAS

July 26, 1975

The meeting was called to order by Walter C. Todd, Chairman of the Board of Regents, at 10:00 a.m. July 26, 1975.

PRESENT:

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

ABSENT:  Ernest Powers of Carthage

PRESEN T:

C. G. Haas, Secretary of the Board
Dr. R. W. Steen, President of the University

PRESE NT:

Guest:  Alan Folger, President of Student Government
Upon motion of Regent Cullum, seconded by Regent Gray, with all members voting aye, it was ordered that the minutes of the meeting of April 26, 1975, be approved.

Upon motion of Regent Justice, seconded by Regent Perkins, with all members voting aye, it was ordered that the following adjustments to the summer budget be approved:

1. Department of Communication

   Mr. Donald L. Graham, Assistant Professor of Communication, appointed Director of Speech Workshop at a salary rate of $1,000 for the period of July 11, 1975 - August 9, 1975.

2. Department of Computer Science

   Dr. Jerald L. Ripley, Assistant Professor of Computer Science, appointed to teach Second Summer term (50% time) at a salary rate of $1,288.58 for the Second Summer term, 1975.

3. Department of English and Philosophy

   Dr. Sybil Wyatt, Professor of English, appointed to teach Second Summer term at a salary rate of $3,344.33 for the Second Summer term, 1975.

4. Department of Home Economics

   Ms. Ethelind S. Gibson, Instructor of Home Economics, appointed to teach at Food Service Personnel Workshop at a salary rate of $500 for the period of June 16, 1975 - June 27, 1975.

5. Department of Music

   Mr. Stephen K. Goacher, Instructor of Music, to teach at Music Workshop at a salary rate of $347.22 for the period of one week.

   Dr. Thomas M. Houston, Associate Professor Music, to teach at Music Workshop at a salary rate of $369.88 for the period of one week.

   Mr. Max L. Morley, Assistant Professor of Music, to teach at Music Workshop at a salary rate of $326.33 for the period of one week.

6. Department of Sociology

   Mr. William T. Toney, Instructor of Sociology, at a salary rate of $1,861.50 (50% time) for Summer I and II, 1975.
7. Department of Secondary Education

Ms. Donnya E. Stephens, Instructor of Secondary Education, at a salary rate of $1,061.67 (50% time) for the Second Summer term.

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

1. Department of Art

Dr. Vincent Frederick Kubly, 34, Ph.D. (University of Wisconsin), Assistant Professor of Art at a salary rate of $14,250 for nine months, effective Fall Semester, 1975.

Ms. Mary F. McCleary, 24, M.F.A. (University of Oklahoma), Assistant Professor of Art at a salary rate of $11,500 for nine months, effective Fall Semester, 1975.

2. Department of Chemistry

Dr. Ronald H. Fleming, 29, Ph.D. (University of Oregon), Assistant Professor of Chemistry at a salary rate of $13,000 for nine months, effective Fall Semester, 1975.

3. Department of Computer Science

Mr. George William Dailey, 33, M.S. (University of Southwestern Louisiana), Instructor of Computer Science at a salary rate of $11,000 for nine months, effective Fall Semester, 1975.

4. Department of Elementary Education

Dr. Kay Garalyn Rayborn, 28, Ed.D. (University of Southern Mississippi), Assistant Professor of Elementary Education at a salary rate of $13,000 for nine months, effective Fall Semester, 1975.

Ms. Leta Ann Petty Weaver, 29, M.Ed. (Stephen F. Austin State University), Instructor in Elementary Education at a salary rate of $10,500 for nine months, effective Fall Semester, 1975.

5. Department of English and Philosophy

Ms. Constance H. Hall, 42, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $3,375 (75% time) for the Fall Semester, 1975, only.

Ms. Susan Rebecca Hannah, 32, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $4,500 for the Fall Semester, 1975, only.
Ms. Mary Jill Moore, 23, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $4,500 for the Fall Semester, 1975, only.

Mr. Samuel S. Sutherland, III, 24, M.A. (University of Texas-Austin), Graduate Intern in English at a salary rate of $4,500 for the Fall Semester, 1975, only.

6. School of Forestry

Dr. Ricardo Ama Clemente, 34, Ph.D. (Pennsylvania State University), Assistant Professor of Forestry at a salary rate of $16,000 for nine months, effective Fall Semester, 1975.

Dr. Paul C. Johnson, 29, Ph.D. (Cornell University), Research Associate in Forestry at a salary rate of $11,000 for twelve months, effective May 1, 1975.

Dr. Robert Ryland Fleet, 37, Ph.D. (Texas A&M University), Research Associate in Forestry at a salary rate of $11,000 for twelve months, effective June 1, 1975.

Ms. Leslie C. Johnson, 22, B.S. (SUNY College of Environmental Science and Forestry), Research Technologist in Forestry at a salary rate of $8,700 for twelve months, effective May 21, 1975.

Dr. Garland N. Mason, 31, Ph.D. (Texas A&M University), Assistant Professor of Forestry at a salary rate of $13,000 for nine months, effective Fall Semester, 1975.

Mr. David Kirby Reid, 22, B.S.F. (Stephen F. Austin State University), Research Technologist in Forestry at a salary rate of $6,600 for twelve months, effective May 15, 1975.

Mr. Richard M. Pandle, 24, B.S.F. (Stephen F. Austin State University), Research Technologist in Forestry at a salary rate of $8,000 for twelve months, effective May 19, 1975.

Mr. Richard Wayne Schwab, 23, B.S.F. (Stephen F. Austin State University), Research Technologist in Forestry at a salary rate of $8,700 for twelve months, effective May 19, 1975.

Mr. Kenneth E. Zorn, 28, B.S.F. (Stephen F. Austin State University), Research Technologist in Forestry at a salary rate of $9,000 for twelve months, effective May 19, 1975.

7. Department of General Business

Mr. Boyd K. Herndon, 25, J.D. (University of Texas-Austin), Instructor of General Business at a salary rate of $11,500 for nine months, effective Fall Semester, 1975.
8. Department of Psychology

Ms. Verna Lucille Barron, 26, Ph.D. (Oklahoma State University), Assistant Professor of Psychology at a salary rate of $12,750 for nine months, effective Fall Semester, 1975.

9. Department of Secondary Education

Ms. Hilda M. Harris, 32, M.S.Ed. (Henderson State College), Instructor of Secondary Education at a salary rate of $11,250 for nine months, effective Fall Semester, 1975.

Dr. William C. Heeney, 40, Ph.D. (University of Texas-Austin), Assistant Professor of Secondary Education at a salary rate of $14,750 for nine months, effective Fall Semester, 1975.

10. Department of Sociology

Dr. James E. Corbin, 33, Ph.D. (Washington State University), Assistant Professor of Sociology at a salary rate of $13,000 for nine months, effective Fall Semester, 1975.

Dr. Joy B. Reeves, 37, Ph.D. (Louisiana State University), Assistant Professor of Sociology at a salary rate of $6,750 (50% time) for nine months, effective Fall Semester, 1975.

11. Division of Student Affairs

Mrs. Karen L. Langford, 25, Administrative Secretary, Vice President for Student Affairs, at a salary rate of $500 per month, effective May 19, 1975.

12. Comptroller's Office

Mr. Douglas O. Hughes, 29, Assistant Comptroller for Systems, at a salary rate of $18,000 for twelve months, effective September 1, 1975.

74-171

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

1. Department of General Business

Mr. Patrick Michael Conn, Instructor of General Business, effective April 11, 1975. Mr. Conn's leave of absence has expired. He resigned to continue his doctoral work at the University of Arkansas.

Mr. John Jack Yarbrough, Associate Professor of General Business, effective May 1, 1975. Mr. Yarbrough has been appointed Judge of the newly created Nacogdoches County Court at Law.
2. Department of Geography

Mr. George Richard Syring, Assistant Professor of Geography, effective May 31, 1975. Due to financial exigency within the Department, Mr. Syring's contract was not renewed.

3. Department of Home Economics


4. Department of Physics

Mr. Leonard M. Earls, Machinist, effective August 20, 1975. Mr. Earls has enrolled in a degree program at Texas A&M University.

5. University Library

Ms. Gloria Frye, Special Collections Librarian, effective July 9, 1975. Ms. Frye has accepted other employment.

6. Division of Student Affairs

Mrs. Cynthia R. Grissom, Administrative Secretary to the Vice President for Student Affairs, effective May 31, 1975. Mrs. Grissom is moving to Arlington.

7. University Computer Center

Mr. Algie F. Trussell, Director of University Computer Center, effective July 31, 1975. Mr. Trussell has accepted other employment.

74-172

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

1. Department of Accounting

Ms. Evelyn Christine Clay, Instructor of Accounting, effective May 18, 1975, for the 1975-76 academic year. Ms. Clay has enrolled in an accepted Ph.D. program.

2. Department of Agriculture

Dr. Thurman T. Thomas, Associate Professor of Agriculture, effective Fall Semester, 1975. Dr. Thomas has accepted a Visiting Lectureship at the Iowa State University for the 1975-76 academic year.
Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that the following returns from leave be accepted:

1. Department of Music

   Mr. Stephen K. Goacher, Assistant Professor of Music, at a salary rate of $14,250 for nine months, effective Fall Semester, 1975. Mr. Goacher has satisfied residency requirements for the Ph.D. degree at Indiana University.

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

1. Department of Accounting

   Ms. Peggy Self, from Instructor (25% time) in Accounting to Graduate Intern in Accounting (100% time) at a salary rate of $9,250 for nine months, effective Fall Semester, 1975.

2. Department of English and Philosophy

   Dr. Sybil Wyatt, Professor of English, from 100% time to 25% time, at a salary rate of $5,687 for nine months, effective Fall Semester, 1975.

3. Department of Home Economics

   Ms. Dennie L. Lindsey, Instructor of Home Economics, from 50% to 100% time at a salary rate of $10,500 for nine months, effective Fall Semester, 1975. Ms. Lindsey will replace Ms. McKinney who has resigned.

   Ms. Betsy C. Shaw, Instructor of Home Economics, to 50% time at a salary rate of $4,913 for nine months, effective Fall Semester, 1975. Ms. Shaw will serve as partial replacement for Ms. Lydia Roper who is on leave.

4. Physical Plant

   Mr. Billy W. McGuire, from hourly employee as an air conditioning mechanic to a plumbing foreman at a salary rate of $10,920 for twelve months, effective May 8, 1975.

   Mr. Donald Wayne Scales, plumbing foreman, from a salary rate of $9,360 for twelve months, to an hourly employee as a plumber, effective May 8, 1975.
Upon motion of Regent Justice, seconded by Regent Gray, with all members voting aye, it was ordered that the following retirement be accepted:

1. Division of Student Affairs

   Mr. Jessie A. Partin, 65, Food Production Supervisor, East College Cafeteria, effective May 31, 1975. Mr. Partin is retiring.

Upon motion of Regent Perkins, seconded by Regent Justice, with all members voting aye, it was ordered that a committee be established to study needs for and action to be taken on the future of the athletic program. Regents Bryce and Perkins were appointed as co-chairmen of the committee with Regents Wright, Gray, and Golden serving as members.

Upon motion of Regent Perkins, seconded by Regent Wright, with all members voting aye, it was ordered that the following budget adjustments for 1974-75 be approved:

<table>
<thead>
<tr>
<th>Account</th>
<th>Amount</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>5610-9001 (Vista Inn)</td>
<td>$44,000</td>
<td>Increased cost of sales</td>
</tr>
<tr>
<td>5770-9001 (E. C. Cafeteria)</td>
<td>85,500</td>
<td>Increased cost of sales</td>
</tr>
<tr>
<td>5580-9001 (U. C. Cafeteria)</td>
<td>108,000</td>
<td>Increased cost of sales</td>
</tr>
<tr>
<td>5611-9001 (Vending)</td>
<td>10,000</td>
<td>Increased cost of sales</td>
</tr>
<tr>
<td>5600-9001 (Bookstore)</td>
<td>165,000</td>
<td>Increased cost of sales</td>
</tr>
<tr>
<td>5580-5000 (U. C. Cafeteria)</td>
<td>14,000</td>
<td>Increased labor cost</td>
</tr>
<tr>
<td>5610-5000 (Vista Inn)</td>
<td>4,800</td>
<td>Increased labor cost</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$431,300</strong></td>
<td></td>
</tr>
</tbody>
</table>

Upon motion of Regent Bryce, seconded by Regent Golden, with all members voting aye, it was ordered that the proposed budget of the University for the fiscal year beginning September 1, 1975 (showing estimated funds available of $26,004,097 and estimated budget requirements of $24,261,009) be approved.

Upon motion of Regent Gray, seconded by Regent Justice, with all members voting aye, it was ordered that Change Order No. 1 in the amount of $2,885 on the contract for the mechanical renovation of the University Center be approved and that the Chairman of the Board be authorized to sign the forms.

Upon motion of Regent Perkins, seconded by Regent Wright, with all members voting aye, it was ordered that the bid of the Green Insurance Agency of Nacogdoches (representing the Continental Insurance Company) for insurance on pledged revenue properties, fleet, boilers, and fidelity bonds be accepted.
74-181
Upon motion of Regent Justice, seconded by Regent Cullum, with all members voting aye, it was ordered that any two of the following signature names be authorized to sign state vouchers and local fund checks for any and all funds for the period September 1, 1975 to August 31, 1977:

R. W. Steen
President of the University

C. G. Haas
Vice President for Fiscal Affairs

O. J. Ehrlich
Comptroller

Travis Whitaker
Business Manager

74-182
Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that R. W. Steen, President of the University, be authorized to approve official travel within the state or out of the state for the period September 1, 1975 to August 31, 1977, and in the event of his extended absence, C. G. Haas, Vice President for Fiscal Affairs, be authorized to approve such travel.

74-183
Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that C. G. Haas, Secretary to the Board of Regents, be authorized to approve travel vouchers of members of the Board of Regents.

74-184
Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that the residence hall and apartment rates on the following page be approved for the academic year 1975-76.
## Dormitory Rates for 1975-76

**STEPHEN F. AUSTIN STATE UNIVERSITY**  
Nacogdoches, Texas  

### Room and Board Rates for 1975-76

<table>
<thead>
<tr>
<th>Dormitory No. and Name</th>
<th>Fall or Spring Semester</th>
<th>Summer Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Unit 1</td>
<td>$465.00</td>
<td>$470.00</td>
</tr>
<tr>
<td>2 Unit 2</td>
<td>465.00</td>
<td>470.00</td>
</tr>
<tr>
<td>3 Unit 3</td>
<td>465.00</td>
<td>470.00</td>
</tr>
<tr>
<td>4 Wisely Hall</td>
<td>465.00</td>
<td>470.00</td>
</tr>
<tr>
<td>7 Todd Hall</td>
<td>510.00</td>
<td>515.00</td>
</tr>
<tr>
<td>8 Gibbs Hall</td>
<td>465.00</td>
<td>470.00</td>
</tr>
<tr>
<td>9 North Dorm</td>
<td>518.00</td>
<td>523.00</td>
</tr>
<tr>
<td>10 Dorm 10</td>
<td>510.00</td>
<td>515.00</td>
</tr>
<tr>
<td>11 Mays Hall</td>
<td>465.00</td>
<td>470.00</td>
</tr>
<tr>
<td>12 South Dorm</td>
<td>518.00</td>
<td>523.00</td>
</tr>
<tr>
<td>13 Dorm 13</td>
<td>518.00</td>
<td>523.00</td>
</tr>
<tr>
<td>14 Dorm 14</td>
<td>518.00</td>
<td>523.00</td>
</tr>
<tr>
<td>15 Griffith Hall</td>
<td>510.00</td>
<td>515.00</td>
</tr>
<tr>
<td>16 Dorm 16</td>
<td>518.00</td>
<td>523.00</td>
</tr>
<tr>
<td>17 Steen Hall</td>
<td>518.00</td>
<td>523.00</td>
</tr>
<tr>
<td>18 Kerr Hall</td>
<td>518.00</td>
<td>523.00</td>
</tr>
</tbody>
</table>

### Apartments (without meals)

<table>
<thead>
<tr>
<th>Nos.</th>
<th>Rent for Month*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 70</td>
<td>$ 77.50</td>
</tr>
<tr>
<td>74 - 96</td>
<td>93.50</td>
</tr>
<tr>
<td>127 - 166</td>
<td>93.50</td>
</tr>
<tr>
<td>200 - 299</td>
<td>105.00</td>
</tr>
<tr>
<td>D. 19</td>
<td>137.50</td>
</tr>
<tr>
<td>Faculty 1 - 16</td>
<td>145.00</td>
</tr>
</tbody>
</table>

*Apartment rent includes utilities, television cable; excludes telephone except in the Garner Apartments (#19) which has the Centrex system.

### Increase over 1974-75 - average of 10%
74-185
Upon motion of Regent Golden, seconded by Regent Perkins, with all members voting aye, it was ordered that the rules and regulations appearing in the 1975 edition of the Student Handbook be adopted.

74-186
Upon motion of Regent Gray, seconded by Regent Bryce, with all members voting aye, it was ordered that the contract with Kent, Marsellos and Scott for planning and supervising the limited renovation of the Science Building be approved and the Chairman of the Board be authorized to sign the contract.
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Twenty Sixth day of July 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, RENOVATION SCIENCE 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; Ten and .64/100 Per Cent (10.64%) 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 Legislative Appropriation 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.
1.1.12 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.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.
1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other 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.
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 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

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

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

This Contract is executed in four counterparts.

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By
President of the Board

ATTEST:

Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By
74-187
Upon motion of Regent Gray, seconded by Regent Perkins, with all members voting aye, it was ordered that the University be authorized to plan and obtain bids to acquire a new campus flag pole and the Building Committee be authorized to approve the expenditure as it finds appropriate.

74-188
Upon motion of Regent Gray, seconded by Regent Perkins, with all members voting aye, it was ordered that the University be authorized to advertise for and accept bids for the removal of the Birdwell Annex and the building at 627 Starr Avenue (formerly the President's home) from the campus.

74-189
Upon motion of Regent Justice, seconded by Regent Perkins, with all members voting aye, it was ordered that the depository agreements with Lufkin National Bank, First Bank and Trust (Lufkin), Stone Fort National Bank, Commercial National Bank, and Fredonia State Bank be extended for two years and that the President of the University be authorized to sign the agreements.
DEPOSITORY CONTRACT

STATE OF TEXAS
COUNTY OF NACOGDOCHES

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

I.

In consideration of such designation, the Depository agrees to and with the Board of Regents that it will act as depository for all funds that may be deposited with it by Stephen F. Austin State University of Nacogdoches, Texas, at any time from September 1, 1975 through August 31, 1977.

II.

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

III.

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

IV.

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

V.

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

VI.

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

VII.

It is 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.
WITNESS OUR HANDS AND OFFICIAL SEAL, this the 26 day of July, 1975.

Attest:

Mavis Faulkner, Cashier

Title

Attest:

Title

Attest:

Title

Approved as to Form:

S. V. P. & Title
Cashier

COMMERCIAL NATIONAL BANK IN NACOGDOCHES
Depository

by: T. E. Choate, President
Title

Board of Regents, Stephen F. Austin State University

By: Walter C. Todd
Chairman

NATIONAL BANK OF COMMERCE OF DALLAS
Trusted Bank

By: Jon T. Gillies
Title

By: Assistant Attorney General of Texas

29-37
WITNESS OUR HANDS AND OFFICIAL SEAL, this the 26 day of July 1975.

Attest:

Bruce Morris, Vice-Pres & Cashier

Attest:

Title

Approved as to Form:

STONE FORT NATIONAL BANK of Nacogdoches Depository

By: E. W. Monk, President Title

Board of Regents, Stephen F. Austin State University

By: Title

REPUBLIC NATIONAL BANK OF DALLAS Trustee Bank

By: Title

SR. VICE PRESIDENT AND TRUST OFFICER

By: Assistant Attorney General of Texas
WITNESS OUR HANDS AND OFFICIAL SEAL, this the 26 day of July, 1975.

Attest:

James C. Bailey, Clerk

Attest:

Title

Attest:

Title

Approved as to Form:

THE LUFKIN NATIONAL BANK

Depository

By: [Signature]

Title

Board of Regents, Stephen F. Austin State University

By: [Signature]

Chairman

FIRST CITY NATIONAL BANK OF HOUSTON

Trustee Bank

By: [Signature]

Title

By: [Signature]

Assistant Attorney General of Texas
WITNESS OUR HANDS AND OFFICIAL SEAL, this the 26 day of July, 1975.

Attest:

Warren Bedford
Assistant Vice President

Attest:

Title

Attest:

Curtis E. Brown
Assistant Vice President & Trust Officer

Approved as to Form:

First Bank & Trust, Lufkin, Texas

By: [Signature]
President

Depository

Board of Regents, Stephen F. Austin State University

By: [Signature]
Walter J. Todd
Chairman

Republic National Bank, Dallas, Texas

By: [Signature]
Bank
SR. VICE PRESIDENT
AND TRUST OFFICER

By: [Signature]
Assistant Attorney General of Texas
WITNESS OUR HANDS AND OFFICIAL SEAL, this the 26 day of July, 1975.

Attest:

Cashier

By: O. K. Horn
Vice President

Title

Approved as to Form:

FREDONIA STATE BANK, Nacogdoches, Texas
Depository

Board of Regents, Stephen F. Austin State University
Chairman

By: Walter W. Todd

First City National Bank of Houston
Trustee Bank

By: Eugene H. McNeil
Vice President and Cashier

By: Assistant Attorney General of Texas
Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the contract with Pigg Construction Company in the amount of $528,152.00 for the renovation of Shelton Gymnasium be approved and that 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-sixth day of July, 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 Pigg CONSTRUCTION COMPANY, CENTER, TEXAS hereinafter called "Contractor".

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

1. The Contractor agrees to provide all of the materials, furnish the labor, and do all things necessary to complete fully all of the work shown on the Drawings and described in the Specifications entitled REMODELLING SHELTON GYMNASIUM 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 the 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 REMODELLING SHELTON
GYMNASIUM, 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 1-27, dated June 1975
and Drawing Sheets SRM-1 & SRM-2 dated 6/27/75
Addendum No. 2 - Pages 1-5, dated July 10, 1975

Addendum No. 3 - Page 1, dated July 15, 1975
and Detail Sheet 7G/7B dated 7/14/75

Addendum No. 4 - Page 1, dated 7/21/1975
Addendum No. 5 - Page 1, dated 7/22/1975
Addendum No. 6 - Pages 1-2, dated 7/23/75 & Drawing R-12

1. This Contract is to cover the General Contract Work,

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 by June 1, 1976. 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 1.48 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 Five Hundred Twenty-Eight Thousand, One Hundred Fifty-Two Dollars ($528,152.00) out of Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from funds out of legislative appropriation and other funds available to the Owner for expenditure for the use of Stephen F. Austin State University.

The basis of the above contract price is as follows:

Base Bid - $ 528,152.00

The above contract price includes $14,720.00 for seating.
The Owner shall make payments on account of the Contract as provided therein as follows: On or about the last day 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 Auto-
   mobile Liability Insurance: In an amount not less than
   $300,000.00 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
   
   $300,000.00 (each person)  
   $500,000.00 (each occurrence)  

2. Property Damage
   
   $100,000.00 (each occurrence)  
   $300,000.00 Aggregate  

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 Owner shall provide Builder's Risk insurance (Fire, extended coverage, vandalism and malicious mischief) as specified in Paragraph 1.6 of Specifications on a 100% completed value basis 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. This insurance shall include the interest of the Owner, the Contractor and Subcontractors as their interests appear.

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>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>135,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>152,152.00</td>
</tr>
<tr>
<td>Total</td>
<td>$ 528,152.00</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 ____________________________

SEAL

PIGG CONSTRUCTION COMPANY
P. O. BOX 449
CENTER, TEXAS 75935
Address

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.
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 call Owner, in the penal sum of Five Hundred Twenty Eight Thousand One Hundred Fifty Two and No/100 DOLLARS ($528,152.00 +), 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 26th day of July, A. D., 1975, a copy of which is attached hereto and made a part hereof for the construction of:

29-53
Remodelling Shelton Gymnasium (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 four counterparts, each one of which shall be deemed an original, this the 26th day of July A.D., 1975.

ATTEST:

Pigg Construction Company
Principal

BY Franklin Pigg, President

(Principal) Secretary

SEAL

Witness as to Principal

(Address)

ATTEST:

Safeco Insurance Company of America
Surety

BY E. L. Moore

(Surety) Secretary

Witness as to Surety
Mary E. Moore
5623 Enchanted Lane
Address Dallas, Texas 75227

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) 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 corpora-
tions who may furnish materials for, or perform labor upon the
building or improvements hereinafter referred to in the penal sum
of Five Hundred Twenty Eight Thousand One Hundred Fifty Two and No/100
DOLLARS ($ 528,152.00 )
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 26th day of July, A. D., 1975,
a copy of which is hereto attached and made a part hereof for the
construction of: Re-odeling Shelton Gymnasium

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 pro-
tecion of all claimants supplying labor and materials in the pro-
secution 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 per-
formed 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 six counterparts, each one of which shall be deemed an original, this the
26th day of July, A.D., 1975

ATTEST:

Pigg Construction Company
Principal

By: Franklin Pigg, President

(Principal) Secretary

SEAL

Witness as to Principal

Address

ATTEST:

Safeco Insurance Company of America
Surety

By: E. L. Moore

(Surety) Secretary

Witness as to Surety
Mary E. Moore
5623 Enchanted Lane

Address Dallas, Texas 75221

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 or Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That Safeco Insurance Company of America, a Washington corporation, does hereby appoint

-------------- E. L. MOORE; PAT J. DUDLEY; MARY E. MOORE, Dallas, Texas ------------

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind Safeco Insurance Company of America thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, Safeco Insurance Company of America has executed and attested these presents

27th February 73

this _______ day of ________, 19______.

W. D. HAMMERSLA, SECRETARY

CERTIFICATE

Extract from the By-Laws of Safeco Insurance Company of America:

"Article VI, Section 12.—FIDELITY AND SURETY BONDS . . . the President, any Vice President, and the Secretary shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of Safeco Insurance Company of America adopted July 28, 1970

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article VI, Section 12 of the Bylaws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, W. D. Hammersla, Secretary of Safeco Insurance Company of America, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this _______ day of ________, 19______.

W. D. HAMMERSLA, SECRETARY
Certificate of Insurance

Date: July 26th, 1975

TO: Board of Regents Stephen F Austin State University, Nacogdoches, Texas

Job: General Contract Work including Mechanical Electrical plumbing and other work in remodelling Shelton Gymnasium.

This is to certify that the policies designated below are in force on the date borne by this Certificate.

NAME OF INSURED: Pigg Construction Company
Address: Box 449, Center, TX 75935

<table>
<thead>
<tr>
<th>KIND OF INSURANCE</th>
<th>POLICY NO.</th>
<th>EXPIRATION DATE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>WORKMEN'S COMPENSATION</td>
<td>18CE801778 CPS</td>
<td>7-1-76</td>
<td>STATUTORY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. $500,000.</td>
</tr>
<tr>
<td>COMPREHENSIVE GENERAL LIABILITY</td>
<td>18AS801778 CNS</td>
<td>7-1-76</td>
<td>each person</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$500,000.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>each occurrence</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$500,000.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>each occurrence</td>
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<td></td>
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<td></td>
<td>aggregate</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>$300,000.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>each occurrence</td>
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<tr>
<td></td>
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<td>aggregate</td>
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<td></td>
<td>each occurrence</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>aggregate</td>
</tr>
</tbody>
</table>

This certificate of insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by policy numbers shown and issued by companies listed below. Blanket contractual broad form property damage are afforded by the above policies.

This certificate applies to General Contract Work including Mechanical Electrical plumbing and other work in remodelling Shelton Gymnasium.

INSURANCE COMPANY-IES ISSUING COVERAGE:
Aetna Casualty & Surety Company

MANAGEMENT
INSURANCE SYSTEMS

CC Kent Marsellos & Scott

AUTHORIZED REPRESENTATIVE
Upon motion of Regent Golden, seconded by Regent Wright, with all members voting aye, it was ordered that the stipend to faculty members for each off-campus course taught as a part of the regular teaching assignment be increased from $200 to $300.
Upon motion of Regent Bryce, seconded by Regent Cullum, 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)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture 310</td>
<td>Agriculture Machinery Operation and Performance I</td>
<td>3</td>
</tr>
<tr>
<td>Communication 170</td>
<td>Interpersonal Communication I</td>
<td>3</td>
</tr>
<tr>
<td>Communication 202</td>
<td>Introduction to Photocommunication</td>
<td>3</td>
</tr>
<tr>
<td>Communication 212</td>
<td>Audio Production Techniques</td>
<td>3</td>
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<tr>
<td>Communication 322</td>
<td>Motion Picture Editing</td>
<td>3</td>
</tr>
<tr>
<td>English-Philosophy 475</td>
<td>Advanced Independent Studies in Philosophy</td>
<td>3</td>
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<tr>
<td>Health &amp; Physical Education 255</td>
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<td></td>
</tr>
<tr>
<td>Health &amp; Physical Education 257</td>
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<td></td>
</tr>
<tr>
<td>Home Economics 409</td>
<td>Applied Nutrition</td>
<td>3</td>
</tr>
<tr>
<td>Management 490</td>
<td>Recruitment and Interviewing</td>
<td>1</td>
</tr>
<tr>
<td>Mathematics 204</td>
<td>Uses and Operation of Programmable Calculators</td>
<td>3</td>
</tr>
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</table>

COURSES TO BE REVISED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture 313</td>
<td>Farm Power and Machinery (3)</td>
<td>313</td>
<td>Farm Tractor (3)</td>
</tr>
<tr>
<td>Art 133</td>
<td>Crafts (3)</td>
<td>133</td>
<td>Elementary Art Projects I (3)</td>
</tr>
<tr>
<td>Art 337</td>
<td>Contemporary Art (3)</td>
<td>337</td>
<td>Modern Art (3)</td>
</tr>
<tr>
<td>Art 437</td>
<td>History of Art in America (3)</td>
<td>437</td>
<td>American Art (3)</td>
</tr>
<tr>
<td>Art 489</td>
<td>Advanced Arts Projects (3)</td>
<td>489</td>
<td>Secondary Art Projects (3)</td>
</tr>
<tr>
<td>Art 490</td>
<td>Advanced Art Projects for Elementary Teachers (3)</td>
<td>490</td>
<td>Elementary Art Projects II (3)</td>
</tr>
</tbody>
</table>
COURSES TO BE REVISED (Continued)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication 242</td>
<td>Principles and Techniques of Cinematography (3)</td>
<td>242</td>
<td>Basic Motion Picture Production (3)</td>
</tr>
<tr>
<td>Communication 424</td>
<td>News and Documentary Film Production (3)</td>
<td>424</td>
<td>The New and Documentary Filmmaker (3)</td>
</tr>
<tr>
<td>Communication 470</td>
<td>Interpersonal Communication (3)</td>
<td>470</td>
<td>Interpersonal Communication II (3)</td>
</tr>
<tr>
<td>Home Economics 402</td>
<td>Seminar in Institutional Equipment (1)</td>
<td>402</td>
<td>Food Service Equipment for Institutions (3)</td>
</tr>
<tr>
<td>Political Science 341</td>
<td>Governments of Latin America (3)</td>
<td>341</td>
<td>Latin American Government and Politics (3)</td>
</tr>
<tr>
<td>Political Science 342</td>
<td>Democratic Governments in Europe (3)</td>
<td>342</td>
<td>European Government and Politics (3)</td>
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<tr>
<td>Political Science 432</td>
<td>Contemporary American Foreign Policy (3)</td>
<td>308</td>
<td>American Foreign Policy (3)</td>
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<tr>
<td>Political Science 444</td>
<td>Communist Governments in the Far East (3)</td>
<td>348</td>
<td>Asian Government and Politics (3) and</td>
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<tr>
<td>and</td>
<td>Non-Communist Governments of the Far East (3)</td>
<td>348</td>
<td>African Government and Politics (3)</td>
</tr>
<tr>
<td>Political Science 453</td>
<td>Government of Africa (3)</td>
<td>353</td>
<td>Middle Eastern Government and Politics (3)</td>
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<tr>
<td>Political Science 455</td>
<td>Governments of the Middle East (3)</td>
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COURSES TO BE DELETED: (Curriculum Committee)

<table>
<thead>
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<th>Department and Number</th>
<th>Title and Credit</th>
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</thead>
<tbody>
<tr>
<td>Art 401</td>
<td>Sculpture IV (3)</td>
</tr>
<tr>
<td>Art 446</td>
<td>Printmaking III (3)</td>
</tr>
<tr>
<td>Art 462</td>
<td>Painting V (3)</td>
</tr>
<tr>
<td>Art 473</td>
<td>Advertising Design IV (3)</td>
</tr>
<tr>
<td>Communication 320</td>
<td>Graphic Arts for Journalism (3)</td>
</tr>
<tr>
<td>General Business 438</td>
<td>Business Associations (3)</td>
</tr>
<tr>
<td>Modern Languages (French) 111</td>
<td>Reading French (3)</td>
</tr>
<tr>
<td>Modern Languages (French) 112</td>
<td>Reading French (3)</td>
</tr>
<tr>
<td>Modern Languages (German) 111</td>
<td>Reading German (3)</td>
</tr>
<tr>
<td>Modern Languages (German) 112</td>
<td>Reading German (3)</td>
</tr>
<tr>
<td>Modern Languages (German) 489</td>
<td>History of the German Language (3)</td>
</tr>
<tr>
<td>Political Science 340</td>
<td>Non-Communist Governments of the Far East (3)</td>
</tr>
<tr>
<td>Political Science 443</td>
<td>Communist Governments in Europe (3)</td>
</tr>
<tr>
<td>Political Science 469</td>
<td>Methods in Political Research (3)</td>
</tr>
</tbody>
</table>
COURSES ADDED: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art 585</td>
<td>Foundations of Art Education</td>
<td></td>
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</tr>
<tr>
<td>Biology 508</td>
<td>Microbial Ecology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Biology 525</td>
<td>Industrial Microbiology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Geology 568</td>
<td>Seminar in Geology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physics 523</td>
<td>Laboratory and Demonstration Experiments in Atmospheric Science</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COURSES TO BE REVISED: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sociology 518</td>
<td>Seminar in Social Control (3)</td>
<td>518</td>
<td>Seminar in Criminal Behavior and Social Control (3)</td>
</tr>
</tbody>
</table>

COURSES TO BE DELETED: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Political Science 469</td>
<td>Methods in Political Research (3)</td>
</tr>
</tbody>
</table>
Upon motion of Regent Gray, seconded by Regent Wright, with all members voting aye, it was ordered that the University be authorized to make application to the Coordinating Board for approval of a Master of Science degree in Computer Science.

Meeting adjourned at 11:30 a.m.