MINUTES OF

Board of Regents

of

Stephen F. Austin State University

VOLUME NO. 42

October 21, 1978

Nacogdoches, Texas
INDEX

Minutes of the Meeting
Stephen F. Austin State University
Board of Regents
held in Nacogdoches, Texas
October 21, 1978
VOLUME NO. 42

79- 1 Approval of July 29, 1978 Minutes 42-2
79- 2 Approval of Summer Budget Adjustments 42-2
79- 3 Faculty and Staff Appointments 42-3
79- 4 Resignations 42-7
79- 5 Changes in Status 42-8
79- 6 Request for Leave 42-10
79- 7 Approval of Amendments to the Parking Regulations 42-11
79- 8 Amendment to Policy on Underenrolled Classes 42-15
79- 9 Underenrolled Classes, Fall, 1978 42-15
79-10 Preface to Faculty Workload Policy Relating Workloads to University Role and Scope 42-15
79-11 Administrative Responsibility for Monitoring and Reporting Faculty Workloads 42-16
79-12 Amendment to Title on Faculty Workloads 42-17
79-13 Approval of Faculty Workload Report 42-17
79-14 Curriculum 42-17
79-15 Approval of Final Budget Standing 42-21
79-16 Authorization to Transfer Funds 42-21
79-17 Approval of Budget Adjustments 42-21
79-18 Approval of Amendment to Fiscal Regulations 42-21
79-19 Approval of Architectural Contract (Kent-Marsellos-Scott) -- Home Economics Facility Project - 42-22
79-20 Approval of Contract with Russ Securities Corporation 42-50
79-21 Authorization for Bernard Johnson, Inc., to Proceed with Working Drawings & Specifications--Student Housing Project 42-54
79-22 Approval of Contract for Mechanical Renovations to Fine Arts Building 42-54
79-23 Approval of Change Orders 42-66
79-24 Authorization to Seek Legislative Permission with the 65th Legislature to sell the University Dairy Farm 42-66
79-25 Congratulations Extended to Mrs. Rachel Click on Birth of Baby Girl 42-66
MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN NACOGDOCHES, TEXAS

October 21, 1978

The meeting was called to order by Homer Bryce, Chairman of the Board of Regents, at 9:00 a.m. October 21, 1978.

PRESENT:

Members:  Homer Bryce of Henderson
Ernest Powers of Carthage
James I. Perkins of Rusk
Walter C. Todd of Dallas
Mrs. Peggy Wright of Nacogdoches
Joe Bob Golden of Jasper
Robert E. Samuel, Jr. of Madisonville

Absent:  Glenn Justice of Dallas
Mrs. George Cullum, Jr. of Dallas

PRESENT:

C. G. Haas, Secretary to the Board
Dr. William R. Johnson, President of the University
Dr. Billy Joe Franklin, Vice President for
   Academic Affairs, SFASU
Dr. Gordon Beasley, Vice President for
   Student Affairs, SFASU
Robert Provan, Legal Counsel, SFASU

PRESENT:

Visitors:  Mark Burroughs, President of Student Government Assoc.
(Students)  Kathleen Hunter, Public Information Officer, SGA
Greg Powell, Freshman Senator from School of Liberal Arts
Gail Thompson, Education Senator
Janet Winford, Pine Log Reporter
Mike Silva, Pine Log Reporter

Visitor:  Christi Harlan, Reporter for the Daily Sentinel
Upon motion of Regent Todd, seconded by Regent Powers, with all members voting aye, it was ordered that the minutes of the meeting of July 29, 1978 be approved.

Upon motion of Regent Wright, seconded by Regent Todd, with all members voting aye, it was ordered that the following additions to the Summer Budget be accepted:

1. Division of Applied Arts and Sciences

   The following faculty were employed for Summer II, 1978, at the salary and location indicated below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ronnie G. Barra</td>
<td>Jasper</td>
<td>$746.00</td>
</tr>
<tr>
<td>James M. Bowman</td>
<td>SFASU Campus</td>
<td>$1,187.50</td>
</tr>
<tr>
<td>Duke Brannen</td>
<td>New Caney</td>
<td>$818.00</td>
</tr>
<tr>
<td>Harold Hill</td>
<td>Longview</td>
<td>$432.00</td>
</tr>
<tr>
<td>Jimmy Jones</td>
<td>SFASU Campus</td>
<td>$380.00</td>
</tr>
<tr>
<td>Sue Jones</td>
<td>SFASU Campus</td>
<td>$2,040.00</td>
</tr>
<tr>
<td>Johnny Long</td>
<td>Coffield</td>
<td>$2,011.00</td>
</tr>
<tr>
<td>Samir Maamary</td>
<td>Dayton</td>
<td>$540.00</td>
</tr>
<tr>
<td>Carolyn Price</td>
<td>SFASU Campus</td>
<td>$1,229.17</td>
</tr>
<tr>
<td>Jesse Richardson</td>
<td>Coffield</td>
<td>$1,979.83</td>
</tr>
<tr>
<td>Wendall Spreadbury</td>
<td>Dayton</td>
<td>$840.00</td>
</tr>
<tr>
<td>Marvin Wade</td>
<td>Longview</td>
<td>$432.00</td>
</tr>
<tr>
<td>Marvin Wade</td>
<td>SFASU Campus</td>
<td>$1,979.16</td>
</tr>
<tr>
<td>Grady Willingham</td>
<td>Longview</td>
<td>$732.00</td>
</tr>
</tbody>
</table>

2. Department of Agriculture

   Dr. T. A. Alhashimi, Assistant Professor of Agriculture, at a salary rate of $300.00 for conducting "Greenhouse and Nursery Management" shortcourse from June 12 through June 16, 1978.

3. Department of English and Philosophy

   Dr. Leon J. Schultz, Assistant Professor of English, at a salary rate of $1,208.33 for 50% time for the second summer term, 1978.

4. Department of Home Economics

   Mr. Alexander G. Karther, Visiting Lecturer in Home Economics, at a salary rate of $2,666.67 for the second summer term, 1978.
5. Department of Management and Marketing

Dr. Danny Arnold, Assistant Professor of Management, at a salary rate of $2,791.66 for the second summer term, 1978.

6. Department of Physics

Dr. Charles H. Rogers, Visiting Professor of Physics, at a salary rate of $1,650 for 50% time for the second summer term, 1978.

79-3
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the following individuals be employed for the positions, dates, and salaries indicated:

1. Division of Applied Arts and Sciences

Dr. Benjamin Atherton, 28, J. D. (University of Texas), Instructor (25% time) in Administrative Services at a salary rate of $1,500 for the Fall Semester, 1978, only.

Ms. Mary Alice Crowell, 45, M.B.Ed. (Stephen F. Austin State University), Instructor in Administrative Services at a salary rate of $5,000 for 100% time for the Fall Semester, 1978, only.

The following faculty are employed to teach off-campus during the Fall Semester, 1978, at the salary and locations as indicated below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>John C. Austin</td>
<td>Jasper</td>
<td>$600.00</td>
</tr>
<tr>
<td>Arthur Benoy</td>
<td>Longview &amp; Lufkin</td>
<td>1,572.00</td>
</tr>
<tr>
<td>William H. Bos</td>
<td>Coffield</td>
<td>960.00</td>
</tr>
<tr>
<td>Duke Brannen</td>
<td>Humble</td>
<td>1,340.00</td>
</tr>
<tr>
<td>Robert Brooks</td>
<td>Longview</td>
<td>432.00</td>
</tr>
<tr>
<td>Bennett Cooksey</td>
<td>Humble</td>
<td>1,340.00</td>
</tr>
<tr>
<td>Ralph Eddins</td>
<td>Humble &amp; TCDHR Project</td>
<td>1,940.00</td>
</tr>
<tr>
<td>Don Fare</td>
<td>Longview</td>
<td>1,232.00</td>
</tr>
<tr>
<td>Judith Gedrose</td>
<td>Rusk</td>
<td>670.00</td>
</tr>
<tr>
<td>Donald Gregory</td>
<td>Coffield</td>
<td>960.00</td>
</tr>
<tr>
<td>David Grigsby</td>
<td>Center</td>
<td>366.00</td>
</tr>
<tr>
<td>William Heeney</td>
<td>Jasper &amp; TCDHR Project</td>
<td>1,846.00</td>
</tr>
<tr>
<td>Harold Hill</td>
<td>Longview</td>
<td>1,232.00</td>
</tr>
<tr>
<td>Jerry Irons</td>
<td>Longview</td>
<td>1,243.00</td>
</tr>
<tr>
<td>Sue Jones</td>
<td>Longview</td>
<td>432.00</td>
</tr>
<tr>
<td>Langston Kerr</td>
<td>Longview</td>
<td>1,232.00</td>
</tr>
<tr>
<td>Jack Lewis</td>
<td>Longview</td>
<td>432.00</td>
</tr>
<tr>
<td>John H. Lewis</td>
<td>Longview</td>
<td>432.00</td>
</tr>
<tr>
<td>Johnny Long</td>
<td>Coffield</td>
<td>2,011.00</td>
</tr>
<tr>
<td>James McReynolds</td>
<td>Coffield</td>
<td>960.00</td>
</tr>
</tbody>
</table>
2. Department of Accounting

Dr. James Earl Redfield, 48, Ph.D. (University of Texas), Lecturer (25% time) in Accounting at a salary rate of $2,500 for the Fall Semester, 1978, only.

Ms. Emagene Wind, 53, M.B.A. (Stephen F. Austin State University), Instructor of Accounting at a salary rate of $12,000 for nine months, effective September 1, 1978.

3. Department of Biology

Ms. Jennifer Ann Matos, 28, M.S. (Texas Tech University), Laboratory Coordinator and Supervisor of Greenhouse at a salary rate of $12,000 for twelve months, effective September 1, 1978.

4. Department of Elementary Education

Ms. Dorothy P. Gottshall, 28, B.S.Ed. (Stephen F. Austin State University), Kindergarten Lead Teacher-Early Childhood Laboratory at a salary rate of $10,652 for twelve months, effective September 1, 1978.

Ms. Jane A. Gregory, 35, B.S.Ed. (North Texas State University), Toddler Associate-Early Childhood Laboratory at a salary rate of $6,800 for twelve months, effective September 25, 1978.

Ms. Beverly J. Ingram, 28, M.Ed. (Mississippi University for Women), Toddler Lead Teacher-Early Childhood Laboratory at a salary rate of $10,200 for twelve months, effective September 1, 1978.

Ms. Gail Walters, 24, B.S.Ed. (Stephen F. Austin State University), Pre-Kindergarten Lead Teacher-Early Childhood Laboratory at a salary rate of $10,152 for twelve months, effective September 1, 1978.
5. Department of English and Philosophy

Dr. Hebe R. Bair, 48, Ph.D. (University of Arkansas), Post Doctoral Intern in English at a salary rate of $10,500 for nine months, effective September 1, 1978.

Dr. Diane H. Corbin, 36, Ph.D. (University of Texas), Instructor (100% time) of English at a salary rate of $5,500 for the Fall Semester, 1978, only.

Ms. Jo Anne C. Howard, 39, M.A. (Saint Louis University), Instructor (50% time) in English at a salary rate of $2,750 for the Fall Semester, 1978, only.

Mr. Wilbert Love, Jr., 33, M.A. (Stephen F. Austin State University), Instructor (25% time) in English at a salary rate of $3,218.75 for nine months, effective September 1, 1978.

Ms. Beth Medrano, 29, M.A. (University of Texas), Instructor (50% time) in English at a salary rate of $2,750 for the Fall Semester, 1978, only.

Ms. Molly A. Travis, 27, M.A. (Stephen F. Austin State University), Instructor (50% time) in English at a salary rate of $2,832.50 for the Fall Semester, 1978, only.

6. School of Forestry

Dr. Ricardo Clemente, 38, Ph.D. (Pennsylvania State University), Assistant Professor of Forestry at a salary rate of $17,000 for nine months, effective September 1, 1978.

Mr. Christopher Kirk, 27, M.S.F. (Stephen F. Austin State University), Graduate Intern in Forestry at a salary rate of $9,000 for nine months, effective September 1, 1978.

Dr. David L. Kulhavy, 31, Ph.D. (University of Idaho), Assistant Professor of Forestry at a salary rate of $15,000 for nine months, effective September 1, 1978.

7. Department of Home Economics

Ms. Nannette Fausett, 25, M.Ed. (Stephen F. Austin State University), Graduate Intern (20% time) in Home Economics at a salary rate of $900 for the Fall Semester, 1978, only.

Ms. Carol Ann Patton, 27, M.S. (Mississippi University for Women), Instructor in Home Economics at a salary rate of $11,300 for nine months, effective September 1, 1978.
Ms. Barbara L. Schneider, 31, B.S.Ed. (Texas Woman's University), Graduate Intern (20% time) in Home Economics at a salary rate of $900 for the Fall Semester, 1978, only.

8. Department of Management and Marketing

Mr. Johnny Thomas Long, 52, M.Ed. (Stephen F. Austin State University), Instructor (25% time) in Management at a salary rate of $3,090 for nine months, effective September 1, 1978.

Dr. Nancy C. Speck, 39, Ph.D. (Texas Woman's University), Lecturer (50% time) in Management at a salary rate of $4,000 for the Fall Semester, 1978, only.

9. Department of Mathematics and Statistics

Mr. Scott W. Anderson, 29, M.S. (Stephen F. Austin State University), Instructor (50% time) in Mathematics and Statistical Consultant (50% time) in the Computer Center at a salary rate of $15,000 for twelve months, effective September 1, 1978.

Ms. Kay Diane Fromme, 28, M.S. (Stephen F. Austin State University), Graduate Intern in Mathematics at a salary rate of $9,000 for nine months, effective September 1, 1978.

10. Department of Music

Ms. Eva Bailey, 53, B.M. (Stephen F. Austin State University), Instructor (22% time) of Music at a salary rate of $600 for four weekly contact hours for the Fall Semester, 1978, only.

Ms. Janet Greive, 38, M.M. (Peabody Conservatory of Music), Instructor (27% time) of Music at a salary rate of $750 for five weekly contact hours for the Fall Semester, 1978, only.

Mr. Michael A. Pierce, 32, M.F.A. (University of Iowa), Instructor of Music at a salary rate of $12,500 for nine months, effective September 1, 1978.

11. Department of Physics

Dr. Norman Lee Markworth, 28, Ph.D. (University of Florida), Assistant Professor of Physics at a salary rate of $14,500 for nine months, effective September 1, 1978.

12. Department of Sociology

Mr. H. Richard Bales, 46, M.S. (Michigan State University), Instructor of Criminal Justice, Department of Sociology, at a salary rate of $13,500 for nine months, effective September 1, 1978.
Dr. John Richard Heath, 37, J.D. (South Texas College of Law), Assistant Professor of Criminal Justice, Department of Sociology, at a salary rate of $14,000 for nine months, effective September 1, 1978.

13. University Library

Ms. Sally East, 33, M.L.S. (University of Texas), Librarian I, University Library, at a salary rate of $11,500 for nine months, effective September 1, 1978.

14. Student Affairs Division

Mr. William Edward Boone, 27, Police Officer II for the University Police Department at a salary rate of $8,892 for twelve months, effective September 5, 1978.

Mr. James Patrick Newland, 23, Student Development Coordinator for the Office of Student Development at a salary rate of $9,000 for twelve months, effective August 24, 1978.

Mr. Sherman Pickard, 56, Assistant Food Production Supervisor for the University Center Cafeteria at a salary rate of $8,892 for twelve months, effective October 1, 1978.

15. Purchasing Office

Mr. Wilbur M. Lee, 55, Assistant Director of Purchasing at a salary rate of $12,500 for twelve months, effective October 1, 1978.

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

1. Department of English and Philosophy

Mr. John Christian Grooms, Graduate Intern in English and Philosophy, effective September 1, 1978. Mr. Grooms decided to pursue other professional plans.

2. School of Forestry

Dr. Ray Hicks, Associate Professor of Forestry, effective August 31, 1978. Dr. Hicks has accepted employment elsewhere.

Dr. John Stransky, Lecturer (25% time) of Forestry, effective September 1, 1978. The course which Dr. Stransky was to teach did not make.
3. Department of Geology

Dr. Raymond Steinhoff, Professor of Geology and Chairman of the Department of Geology, effective August 31, 1978. Dr. Steinhoff accepted a position in industry.

4. Department of Home Economics

Ms. Dortha Sherrie Lisenby, Instructor of Home Economics, effective September 1, 1978. Ms. Lisenby was not able to complete the Master's degree which was a condition for her appointment.

5. Department of Management and Marketing

Mr. Robert Ringle, Instructor (25% time) in Management, effective September 1, 1978. Mr. Ringle is leaving the Nacogdoches area.

6. Department of Sociology

Dr. Frank R. Prassel, Associate Professor in Sociology, effective July 20, 1978. Dr. Prassel has accepted employment elsewhere.

7. University Library

Ms. Willie Earl Tindall, Assistant Social Science Librarian, effective July 14, 1978. Ms. Tindall accepted the position of Superintendent of Schools in San Augustine.

Upon motion of Regent Todd, seconded by Regent Powers, with all members voting aye, it was ordered that the following changes in status be approved.

1. Department of Communication

Dr. Paul E. Potter, Assistant Professor of Communication, from a salary rate of $16,250 to $17,250 for nine months, effective September 1, 1978. Dr. Potter was awarded the Ph.D. degree and was recommended for this salary increase by his department chairman and dean.

2. Department of Economics and Finance

Dr. Weldon L. Smith, Associate Professor of Finance, from a salary rate of $19,312 to $20,312 for nine months, effective September 1, 1978. Dr. Smith achieved Chartered Life Underwriter
and Chartered Property and Casualty Underwriter designations and was recommended for this salary increase by his department chairman and dean.

3. Department of English and Philosophy

Mr. Cydney W. Adams, Graduate Intern in English, from 75% time at $3,375 to 100% time at $4,500 for the Fall Semester, 1978. The 25% time appointment for the Spring Semester, 1979, at $1,125 remains unchanged.

Dr. Hebe R. Bair, Post-Doctoral Intern in English, from a salary rate of $10,500 for nine months to $11,000 for nine months, effective September 1, 1978. This increase in salary more clearly reflects Dr. Bair's academic qualifications.

Dr. Leonard Cheever, Professor of English, to teach 25% time as an overload assignment at an additional salary amount of $2,684, effective for the Fall Semester, 1978, only.

Ms. Mary Ann Coombs, Graduate Intern in English, from 50% time at $2,250 to 75% time at $3,375 for the Fall Semester, 1978. The 50% time appointment for the Spring Semester, 1979, at a salary rate of $2,250 remains unchanged.

Ms. Annette Dawson, Instructor of English, from 50% time at $3,218 to 75% time at $4,827, effective Fall Semester, 1978, only.

Ms. Linda Sue Frame, Graduate Intern in English, from 75% time at $3,375 to 100% time at $4,500, effective Fall Semester, 1978, only.

Ms. Melissa Sue McAuley, Graduate Intern in English, from 75% time at $3,375 to 100% time at a salary rate of $4,500 for the Fall Semester, 1978. The 75% time appointment for the Spring Semester, 1979, at a salary rate of $3,375 remains unchanged.

4. School of Forestry

Dr. George Rink, Assistant Professor of Forestry, to teach 25% time as an overload assignment at an additional salary amount of $1,545, effective for the Fall Semester, 1978, only.

5. Department of Geology

Dr. M. Carey Crocker, Jr., Associate Professor of Geology at a salary rate of $21,373 for nine months, to Associate Professor of Geology and Interim Department Chairman at a salary rate of $22,373, effective for nine months beginning September 1, 1978.
6. Department of History

Dr. James M. McReynolds, Instructor of History, from a salary rate of $12,590 to $13,340 for nine months, effective September 1, 1978. Dr. McReynolds has been awarded the Ph.D. degree and was recommended for this salary increase by his department chairman and dean.

7. Department of Music

Dr. Robert C. Mann, Assistant Professor of Music, from a salary rate of $16,222 to $16,972 for nine months, effective September 1, 1978. Dr. Mann has been awarded the D.M.A. degree and was recommended for this salary increase by his department chairman and dean.

8. Department of Sociology

Mr. William T. Toney, Jr., Instructor of Sociology, from a salary rate of $13,750 to $14,750 for nine months, effective September 1, 1978. Mr. Toney will serve as Acting Coordinator of the Criminal Justice Program.

9. Personnel Office

Ms. Martha Charlotte Barnes, from Secretary II in the Financial Aid Office to Personnel Assistant in the Personnel Office at a salary rate of $7,500 for twelve months, effective July 17, 1978.

10. Physical Plant

Mr. John Deitrich Rulfs, from Assistant Director of Purchasing and Inventory to Assistant Physical Plant Director at a salary rate of $18,500, effective September 15, 1978.

11. Purchasing Office

Ms. Bonita Ann Cessna, from Buyer II to Assistant Director of Purchasing at a salary rate of $12,500, effective September 18, 1978.

Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that the following request for leave be granted:

1. Department of English and Philosophy

Dr. Leonard Cheever, Professor of English, for a leave of absence without pay for the Spring Semester, 1978. Dr. Cheever will participate in the Institute on Writing at the University of Iowa.
Upon motion of Regent Perkins, seconded by Regent Powers, with all members voting aye, it was ordered that the amendments to the parking regulations be approved as follows:

PARKING AND TRAFFIC REGULATIONS

PARKING REGULATIONS: (Amendments)

I. Violations

A. General Violations

A person commits a general violation if he or she:

1. parks a vehicle displaying a valid permit, but in violation of the vehicle's lot designation or assignment;
2. parks in a reserved parking area without displaying a proper permit;
3. parks a vehicle in a no parking zone;
4. parks backwards in a parking space;
5. fails to display a parking permit properly; or
6. does not park properly within the lines of a parking space.

B. Flagrant Violations

A person commits a flagrant violation if he or she:

1. parks in any manner which obstructs vehicular traffic;
2. parks in any manner which obstructs a crosswalk;
3. parks in a loading zone or service driveway;
4. parks in a fire lane;
5. parks in a tow away zone;
6. parks on any lawn, curb or sidewalk;
7. parks on the campus while parking privileges are suspended;
8. moves any barricade or parks within any barricaded area;
9. uses a forged or altered parking permit; or
10. falsifies or alters vehicle registration information.

II. Enforcement

A. Service Charges

1. A person who commits a general violation shall be subject to a service charge of $3.00.
2. A person who commits a flagrant violation shall be subject to a service charge of $6.00.
B. Impoundment in Place

1. A vehicle may be impounded in place:
   a. if it is engaging in a violation and:
      (1) the owner or operator of the vehicle has com-
           mitted three (3) or more parking violations
           during the last ninety (90) days; or
      (2) there are five (5) or more outstanding citations
           for the vehicle.
   b. if the owner or operator:
      (1) uses a forged or altered parking permit; or
      (2) falsifies or alters vehicle registration infor-
           mation.

2. Prior to the impoundment in place of any vehicle, a Uni-
   versity police officer shall prepare an incident report
   citing the present violation by the vehicle and its
   particular circumstances. The report may then be veri-
   fied by the University Police Chief; no vehicle may be
   impounded without the express authority of the University
   Police Chief or his designated representative. A copy
   of the incident report, verified by the University Police
   Chief, shall be forwarded promptly to the Dean of
   Student Services or his designated representative.

3. A vehicle impounded in place shall be released if:
   a. the owner or operator of the vehicle pays the fines
      for all outstanding citations on the vehicle plus
      a release fee of $7.50; or
   b. the University Police Chief authorized the release
      of the vehicle.

C. Tow Away

1. A vehicle impounded in place may be towed away if:
   a. a proper disposition of all citations for the vehicle
      is not made within three (3) days of the impoundment; or
   b. the owner or operator removes or attempts to remove
      the impounding equipment attached to the vehicle.

2. A vehicle may be towed away if the owner or operator:
   a. parks in any manner which obstructs vehicular traffic;
   b. parks in any manner which obstructs a crosswalk;
   c. parks in a loading zone or service driveway;
   d. parks in a fire lane;
   e. parks in a tow away zone;
   f. parks on any lawn, curb or sidewalk;
   g. parks on the campus while parking privileges are
      suspended; or
   h. moves any barricade or parks within any barricaded
      area.
3. Prior to the towing away of any vehicle, a University police officer shall prepare an incident report citing the present violation by the vehicle and its particular circumstances. The report may then be verified by the University Police Chief; no vehicle may be towed away without the express authority of the University Police Chief or his designated representative. A copy of the incident report, verified by the University Police Chief, shall be forwarded promptly to the Dean of Student Services or his designated representative.

4. A vehicle that has been removed by tow away and impounded in storage shall be released if:
   a. the owner or operator of the vehicle pays the fines for all outstanding citations on the vehicle plus a commercial wrecker service fee and storage charges; or
   b. the University Police Chief authorized the release of the vehicle.

5. However, when the removal of a vehicle by tow away has been authorized and the owner or operator of the vehicle appears on the scene before the arrival of the wrecker, the vehicle shall not be towed away. If the owner or operator appears on the scene after the arrival of the wrecker, and the wrecker driver has either made a hook-up or has signed the University police report for custody of the vehicle, the following shall apply:
   a. the vehicle may not be towed away; and
   b. the owner or operator of the vehicle shall pay the wrecker a fee in the amount of $10.00 in lieu of towing.

D. Suspension of Parking Privileges and Withholding of Official Transcripts

1. The University may suspend the parking privileges of any vehicle if:
   a. the owner or operator of the vehicle has committed three (3) or more parking violations during the last ninety (90) days; or
   b. there are five (5) or more outstanding citations for the vehicle.

2. The University shall give written notice of the suspension of parking privileges of a vehicle to the owner or operator:
   a. by personal service; or
   b. by certified mail to the owner or operator's last known address, according to the University's records.
3. The notice shall state that the parking privileges of the vehicle shall be suspended unless payment of all accumulated service charges is made within ten (10) calendar days after the date of the notice.

4. The University may withhold the official transcripts of any student whose parking privileges are suspended under the authority of this section.

TRAFFIC REGULATIONS: (Amendments)

I. Basic Provisions

A. Adoption of Other Laws

Except where otherwise provided in these rules, the University adopts the traffic ordinances of the City of Nacogdoches and the State of Texas to regulate the motor vehicle traffic on the campus.

B. Citations and Disposition of Violations

1. A person who commits a violation of the University's traffic regulations shall be issued a citation by the University Police Department.

2. Each citation shall constitute a summons to appear in either a municipal court or a justice court.

3. Criminal penalties, as provided by law, may be imposed by either the municipal court or the justice court for violations of the University's traffic regulations.

II. Campus Speed Limits

The speed limit on campus shall be twenty (20) miles per hour, except in parking lots the speed limit shall be ten (10) miles per hour.

III. Right-of-Way

Pedestrians have the right-of-way at all marked crosswalks. Motor vehicle operators must yield the right-of-way to pedestrian traffic.
Upon motion of Regent Todd, seconded by Regent Samuel, with all members voting aye, it was ordered that the title of the Interim Policy on Underenrolled Classes be amended to read Policy on Underenrolled Classes.

Upon motion of Regent Powers, seconded by Regent Samuel, with all members voting aye, it was ordered that the underenrolled classes listed below be approved for retention.

<table>
<thead>
<tr>
<th>Course Number &amp; Title</th>
<th>Credit Hours</th>
<th>Number Students</th>
<th>Instructor</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nur 311 Clinical Appli-</td>
<td>5</td>
<td>4</td>
<td>J. Gedrose</td>
<td>Required course in new program</td>
</tr>
<tr>
<td>cation of Nursing</td>
<td></td>
<td></td>
<td>517-54-8564</td>
<td></td>
</tr>
<tr>
<td>Concepts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Upon motion of Regent Powers, seconded by Regent Wright, with all members voting aye, it was ordered that the following statement regarding the relationship between workloads and the University's role and scope be approved, as follows:

The primary responsibility of Stephen F. Austin State University is the provision of undergraduate education of the highest quality to those students judged capable of benefiting therefrom. The University has significant responsibilities for master's-level graduate education in the arts, sciences, humanities, and selected professional fields, with unique responsibility for master's and doctoral-level graduate education in forestry. The criteria for admission to these programs are designed to provide the University with evidence that the student is capable of meeting the institution's academic expectations.

The University expects its faculty to be effective classroom teachers and to be accessible to students who need assistance with formal class work and/or guidance in the pursuit of independent learning.

All faculty are expected to stay current in their fields of study and are encouraged to make original contributions thereto.

Effective educational programs are dependent upon continual review and assessment by faculty, students, and academic administrators. Thus, all faculty are expected to be knowledge-
able of the curriculum in their own and other departments of the University and to participate formally when called upon in the development and revision of curricula.

It is the judgment of Stephen F. Austin State University that the foregoing responsibilities and expectations can be met within the following workload guidelines.

79-11
Upon motion of Regent Wright, seconded by Regent Samuel, with all members voting aye, it was ordered that the following statement of Administrative Responsibility for Monitoring and Reporting Faculty Workloads be approved as part of the University's Policy on Faculty Workloads:

Department Chairman/Program Director:

1. It is the responsibility of the department chairman or program director to assign faculty workloads in accord with current applicable policy. Except as specifically authorized, a faculty member's teaching assignment will be equivalent to the standard teaching load of twelve semester credit hours in organized undergraduate classes or more.

2. It is the responsibility of the department chairman or program director to prepare an official report of the workload assignment of each faculty member teaching in the department each semester according to an established calendar. The chairman/program director and each faculty member will by signature on the workload report certify that each workload assignment is in accord with applicable policy.

3. It is the responsibility of the department chairman or program director to recommend exceptions to the standard workload requirement and to provide such documentation as necessary to justify that recommendation. Recommendations for exceptions must be made judiciously.

Dean:

1. It is the responsibility of the dean of the school to monitor the work of department chairmen/program directors to assure that the University's workload policy is being faithfully implemented and accurately reported. By signature on the workload report for each faculty member, the dean certifies that his/her responsibilities have been executed.
2. It is the responsibility of the dean of the school to review all recommendations from department chairmen/program directors of exceptions to the standard workload and to recommend to the Vice President for Academic Affairs their approval/disapproval. Endorsements of exceptions must be made judiciously.

Vice President for Academic Affairs:

1. It is the responsibility of the Vice President for Academic Affairs to monitor the procedures for reporting and certifying faculty workloads. Certification that this responsibility has been met will be accomplished by memorandum to the President.

2. It is the responsibility of the Vice President for Academic Affairs to forward one copy of the faculty workload reports to the appropriate office for entry into the University's data base and to have the original faculty workload reports filed for possible future review.

3. It is the responsibility of the Vice President for Academic Affairs to see that the Faculty Workload Report CBM 00W is prepared for review and action by the Board of Regents of Stephen F. Austin State University.

President:

1. It is the responsibility of the President of the University to submit to the Board of Regents Faculty Workload Report CBM 00W for their review and action.

79-12
Upon motion of Regent Todd, seconded by Regent Powers, with all members voting aye, it was ordered that the title of the Interim Policy on Faculty Workloads be amended to read Policy on Faculty Workloads.

79-13
Upon motion of Regent Todd, seconded by Regent Perkins, with all members voting aye, it was ordered that the Faculty Workload Report for Fall Semester, 1978, be approved as submitted under separate cover and filed in the office of the Secretary to the Board of Regents.

79-14
Upon motion of Regent Todd, seconded by Regent Samuel, 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>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture 200</td>
<td>Home Maintenance Mechanics</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Agriculture 415</td>
<td>Turfgrass Management</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Agriculture 416</td>
<td>Plant Propagation</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Agriculture 441</td>
<td>Principles of Animal Breeding</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Communication 306</td>
<td>Communications Law</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Communications 370</td>
<td>Listening Behavior</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Communication 380</td>
<td>Public Relations</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Elementary Education 388</td>
<td>Seminar in Multi-Cultural Education</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Elementary Education 421</td>
<td>The History of American Education</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>English 280</td>
<td>Vocabulary Development</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Home Economics 204</td>
<td>Art in the Home</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Mathematics &amp; Statistics 140</td>
<td>Precalculus Mathematics</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Mathematics &amp; Statistics 334</td>
<td>Calculus IV</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Music 113</td>
<td>Harpsichord</td>
<td>(1-3)</td>
<td></td>
</tr>
<tr>
<td>Nursing 475</td>
<td>Special Problems</td>
<td>(3-5)</td>
<td></td>
</tr>
<tr>
<td>Political Science 304</td>
<td>Major Foreign Governments (ABCDE)</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Sociology Ant. 351</td>
<td>Cross Cultural Life-Cycle Customs</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Sociology Ant. 475</td>
<td>Independent Studies</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Sociology 491</td>
<td>Comprehensive Investigation</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</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>Communication 213</td>
<td>Argumentation and Debate (3)</td>
<td>313</td>
<td>Argumentation and Debate (3)</td>
</tr>
<tr>
<td>Communication 215</td>
<td>Parliamentary Procedure (2)</td>
<td>215</td>
<td>Parliamentary Procedure (3)</td>
</tr>
<tr>
<td>Communication 300</td>
<td>Coaching Competitive Speech (3)</td>
<td>400</td>
<td>Coaching Competitive Speech (3)</td>
</tr>
<tr>
<td>Elementary Education 412</td>
<td>Reading Disabilities: Their Diagnosis and Correction (4)</td>
<td>412</td>
<td>Reading Disabilities: Their Diagnosis and Correction (3)</td>
</tr>
<tr>
<td>Military Science 112</td>
<td>Introduction to Defense Organization, Leadership and Tactics (2)</td>
<td>203</td>
<td>Introduction to Defense Organization, Leadership and Tactics (2)</td>
</tr>
<tr>
<td>Military Science 202</td>
<td>Map Reading and Land Navigation</td>
<td>103</td>
<td>Map Reading and Land Navigation (2)</td>
</tr>
</tbody>
</table>
COURSES TO BE DELETED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication 222</td>
<td>Persuasion and Propaganda Techniques (2)</td>
</tr>
<tr>
<td>Communication 411</td>
<td>American Public Address (3)</td>
</tr>
<tr>
<td>Communication 420</td>
<td>High School Speech Activities (3)</td>
</tr>
<tr>
<td>Communication 470</td>
<td>Interpersonal Communication II (3)</td>
</tr>
<tr>
<td>Elementary Education 449</td>
<td>The Elementary School Curriculum (3)</td>
</tr>
<tr>
<td>History 321</td>
<td>Early Eastern Civilizations (3)</td>
</tr>
<tr>
<td>History 322</td>
<td>Modern Eastern Civilizations (3)</td>
</tr>
<tr>
<td>History 446</td>
<td>Reconstruction and the New Nation (3)</td>
</tr>
<tr>
<td>History 464</td>
<td>Studies in Far Eastern History (3)</td>
</tr>
<tr>
<td>Mathematics &amp; Statistics 412</td>
<td>Introduction to Modern Algebra (3)</td>
</tr>
<tr>
<td>Mathematics &amp; Statistics 421</td>
<td>Mathematical Statistics II (3)</td>
</tr>
<tr>
<td>Physics 349</td>
<td>Electricity in Practice (1)</td>
</tr>
<tr>
<td>Political Science 341</td>
<td>Latin American Government and Politics (3)</td>
</tr>
<tr>
<td>Political Science 342</td>
<td>European Government and Politics</td>
</tr>
<tr>
<td>Political Science 348</td>
<td>Asian Government and Politics (3)</td>
</tr>
<tr>
<td>Political Science 353</td>
<td>African Government and Politics (3)</td>
</tr>
<tr>
<td>Political Science 355</td>
<td>Middle Eastern Government and Politics (3)</td>
</tr>
<tr>
<td>Sociology Ant. 104</td>
<td>Introduction to Anthropology (3)</td>
</tr>
<tr>
<td>Sociology Ant. 342</td>
<td>Hunting and Gathering Societies (3)</td>
</tr>
<tr>
<td>Sociology 441</td>
<td>The Single Person (3)</td>
</tr>
</tbody>
</table>

COURSES ADDED: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture 514</td>
<td>Advanced Hort. Crop Prod.</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 505</td>
<td>Skills for Reading, Advanced</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 571</td>
<td>Education of the Gifted</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 572</td>
<td>Teaching Reading and Other Language Arts to Linguistically Different</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 573</td>
<td>Teaching Math, Science &amp; Social Studies in a Bilingual School</td>
<td>3</td>
</tr>
<tr>
<td>Secondary Education 571</td>
<td>Learning Resource Center Organization and Administration</td>
<td>3</td>
</tr>
<tr>
<td>Secondary Education 594</td>
<td>Practicum in Educational Media</td>
<td>3</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>Agriculture 513</td>
<td>Ornamental Plant Propagation (3)</td>
<td>416</td>
<td>Plant Propagation (3)</td>
</tr>
<tr>
<td>Music 572</td>
<td>Professional Development (3)</td>
<td>572</td>
<td>Professional Development (1-3)</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>Secondary Education AED 518</td>
<td>Elementary School Administration (3)</td>
</tr>
<tr>
<td>Secondary Education SED 567</td>
<td>Student Activities in Sec. School (3)</td>
</tr>
<tr>
<td>Secondary Education SED 587</td>
<td>Curr. Construction in Career Ed. (3)</td>
</tr>
<tr>
<td>Sociology 505</td>
<td>Seminar in Demography (3)</td>
</tr>
</tbody>
</table>
Upon motion of Regent Todd, seconded by Regent Perkins, with all members voting aye, it was ordered that the final budget standing of all income and expenditure accounts for FY1978, as shown in the August, 1978 Monthly Report of Operations be approved as stated therein, and that the facts contained therein are certified by the Vice President for Fiscal Affairs, and the President of the University, as (1) true and correct; (2) that all accounting procedures are in conformance with state law and regulations; and (3) that all funds are on deposit with approved depositories as authorized by the Board's action of July 29, 1978.

Upon motion of Regent Todd, seconded by Regent Powers, with all members voting aye, it was ordered that the University be authorized to transfer $18,887.69 to Non-Pledged Auxiliary Enterprises funds from Pledged Revenue Property funds to cover the August 31, 1978 deficit, encompassing all funds required by Auxiliary Enterprises (current funds, capital improvement projects, etc.), as shown in the August, 1978 Monthly Report.

Upon motion of Regent Powers, seconded by Regent Perkins, with all members voting aye, it was ordered that the following budget adjustment for FY1978 be approved:

1. Add $10,000 to Account 6702--Utilities Repairs
   Source of Funds: Pledged Property Surplus

Upon motion of Regent Perkins, seconded by Regent Samuel, with all members voting aye, it was ordered that the following amendment to the Fiscal Regulations be adopted and approved:

Section 35 (Sick Leave) Paragraph 5 (New):
Participation by any employee in an organized work stoppage has been declared to be against the public policy of the State of Texas (Art. 5154C, Vernon Civil Statutes). In any case when there is substantial evidence to indicate that an organized work stoppage exists in any division or department of the University, an employee reporting ill shall send to the administrative head of his/her department or division a doctor's certificate showing the cause of nature of the illness to be entitled to sick leave pay.
79-19
Upon motion of Regent Todd, seconded by Regent Powers, with all members voting aye, it was ordered that the Architectural Agreement with Kent-Marsellos-Scott, Lufkin, Texas, to design and supervise the construction of new facilities for the Home Economics Department, 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 First day of October in the year Nineteen Hundred and Seventy Eight 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 for the following project:

A CLASSROOM AND OFFICE FACILITY FOR THE HOME ECONOMICS DEPARTMENT

The Owner and the Architect agree as set forth below.

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 stated in Article 14. All such payments and every payment herein provided shall be from State Ad Valorem Tax Fund - college Building Fund - and other funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

III. The Architect and the Owner further agree to the following Terms and Conditions:
ARTICLE 1
ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

1.1. 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 review the understanding of such requirements with the Owner.

1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

1.1.4 Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

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

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

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

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope of quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding forms, the Conditions of the Contract, and the form of the Agreement between the Owner and the Contractor.

1.3.3 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.
1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of government authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 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 assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions
to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an Architect, the Architect shall keep the Owner informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.5.6 The Architect shall at all times have access to the Work wherever it is in preparation or progress.
1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 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 1.5.4 and on the data comprising the Contractor's 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 or performed under 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. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the
Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance
with the provision of the Contract Document, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.
1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 Such 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, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

1.7.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.
1.7.2 Providing financial feasibility or other special studies.

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.7.5 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.

1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.

1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.

1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.
1.7.10 Providing services for planning tenant or rental spaces.

1.7.11 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

1.7.12 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.

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

1.7.14 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

1.7.15 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

1.7.16 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.

1.7.17 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.

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

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

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

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those des-
cribed in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

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

2.4 The Owner shall furnish a legal description and 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.

2.5 The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3
CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.
3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement or Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a
Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project
scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

ARTICLE 4
DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and 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 and the Architect's employees and 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 data processing and photographic production techniques when used in connection with Additional Services.

5.1.3 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 Payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of Services, on the basis set forth in Article 14.

6.1.2 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.2 for Additional Services.

6.1.3 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.1.2 based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received,
the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is abandoned in whole or in part, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of
Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 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. The Owner shall be permitted to retain copies of Drawings, Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 9

ARBITRATION

9.1 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 person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

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.

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 10
TERMINATION OF AGREEMENT

10.1 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.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4.

10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:

.1 20 percent if termination occurs during the Schematic Design Phase; or

.2 10 percent if termination occurs during the Design Development Phase; or

.3 5 percent if termination occurs during any subsequent phase.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, this Agreement shall be governed by the law
of the principal place of business of the Architect.

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12
SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their 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 any interest in this Agreement without the written consent of the other.

ARTICLE 13
EXTENT OF AGREEMENT

13.1 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 14
BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 BASIC COMPENSATION

14.1.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

For work awarded under a single stipulated sum contract:

New work Seven and Three Fourths per cent (7-3/4%) of the Construction Cost.
Remodeling Ten and Three Tenths per cent (10.3%) of the Construction Cost.

14.1.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

- Schematic Design Phase: percent (15%)
- Design Development Phase: percent (35%)
- Construction Documents Phase: percent (75%)
- Bidding or Negotiation Phase: percent (80%)
- Construction Phase: percent (100%)

14.2 COMPENSATION FOR ADDITIONAL SERVICES

14.2.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

Principals time at the fixed rate of $50.00 per hour. For the purpose of this agreement the principals are:

Wilbur Kent
Floyd Marsellos
Ray Scott

Employees time (other than principals) at a multiple of 2-1/2 times the employee's Direct Personnel Expense as defined in Article 4.
14.2.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provide under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of (1.5) times the amounts billed to the Architect for such services.

14.3 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of (1.0) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

14.4 Payments due the Architect and unpaid under this Agreement shall bear interest beginning sixty days from the date payment is due at the rate of 6%.

14.5 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

14.5.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.
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, MARSELLOWS AND SCOTT
ARCHITECTS-ENGINEERS

By: ____________________________
Upon motion of Regent Perkins, seconded by Regent Powers, with all members voting aye, it was ordered that the contract with Russ Securities Corporation, to serve as the University's fiscal advisor in designing and selling a bond issue to finance the University Center Expansion-Remodeling Project, be approved and the Chairman of the Board be authorized to sign the contract.
Board of Regents
Stephen F. Austin State University
Stephen F. Austin Station
Nacogdoches, Texas 73961

Dear Members of the Board:

1. We understand that you are contemplating the issuance of General Fee Revenue Bonds for and in behalf of Stephen F. Austin State University in a single installment for the purpose of financing campus improvements. It is in connection with the authorization, design, issuance, sale and delivery of the subject bonds that we offer our professional services and our facilities as Financial Advisors and agree to perform the following duties normally performed by such advisors and to perform such other duties as in our judgment may be necessary or advisable.

a. To make a study of the operating statements of your University, your existing debt structure, projections of estimated student fee revenues and/or other revenue sources, and after taking into account future University needs and operations as projected by your University's Staff, to devise and recommend for your approval a plan of financing to cover the proposed bonds. Such plan shall include a bond maturity schedule and other terms and conditions, such as options of prior payment, retention of the right to issue additional bonds and the like, as will, in our opinion, result in the issuance of the bonds under the terms and conditions most advantageous to your University consistent with obtaining a minimum effective interest rate.

b. Under the direction of a firm of recognized municipal bond attorneys to be retained by you, and whose fees will be paid by you, we will assist and advise you upon the steps necessary to be taken in the authorization, sale, issuance and final delivery of the bonds to the purchaser. We will cooperate with and furnish all financial showings which may be needed by the bond attorneys in their preparation of the required bond resolution and other proceedings.

c. To advise you of current market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date of the sale of the bonds can be set at a time which, in our opinion, will not be unfavorable.

d. To prepare in recommended form an Official Bid Form, an Official Notice of Sale, and Official Statement; all of which shall be submitted for your approval and acceptance. The Official Statement shall embody our recommended financing plan and contain other necessary information and financial data required by municipal bond dealers in bidding on bonds of this type.

42-51
e. After your approval, to arrange for the printing of the Official Notice of Sale, Official Statement and Official Bid Forms in a sufficient number of copies to permit the mailing to a list of prospective bidders which we also agree to provide.

f. To prepare the necessary material and make a personal presentation of same to Moody's Investors Service, Incorporated and Standard & Poor's Corporation in New York for the purpose of obtaining a favorable rating on these bonds, the cost of which shall be paid by you.

g. To be present and to assist you and your Staff at the time dealer bids on the bonds are received. In this connection, we will also check the bids received for accuracy and advise you which bid in our opinion represents the best bid.

h. To arrange for the printing of the bonds, the cost of which shall be paid by you.

i. To prepare and furnish you at our expense a bond register covering the bond issue designed to facilitate debt record management.

j. To arrange for and supervise the delivery of the bonds against payment by the purchasers thereof.

2. We agree to direct and coordinate the entire program of financing herein contemplated and to assume and pay the expenses above enumerated, and also our out-of-pocket expenses for travel, communication and office expense incurred in this financing. It is specifically understood and agreed, however, that this obligation on our part shall not cover bond attorneys fees, bond and Official Statement printing costs, and rating agency fees; nor shall it cover publication costs, or the expense of any litigation.

3. As consideration for the services rendered by us and as reimbursement for the expenses which we are to incur, it is understood and agreed that your Board is to pay and we are to accept a cash fee based upon the total bonds delivered in each installment, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Amount of Issue</th>
<th>Gross Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>More Than $500,000 And Not More Than $700,000</td>
<td>$6,187.50 plus $4.00 per $1,000 for all over $500,000</td>
</tr>
<tr>
<td>700,000</td>
<td>$6,987.50 plus $3.85 per $1,000 for all over $700,000</td>
</tr>
<tr>
<td>1,000,000</td>
<td>$8,136.50 plus $3.35 per $1,000 for all over $1,000,000</td>
</tr>
</tbody>
</table>
Such fee shall become due and payable simultaneously with the delivery of the bonds to the purchaser.

4. It is further understood and agreed that we or our affiliate may be a member of a bidding group on these bonds when offered for public sale.

5. This agreement shall be terminated by the delivery to the purchaser of the bonds covered hereby, or by the elapse of 12 months from date of your acceptance hereof, whichever shall first occur; however, if the bonds have not been so delivered within the period specified, this agreement may be extended by mutual consent.

6. This proposal is submitted in duplicate originals. When accepted by you it will constitute the entire agreement between your Board and the undersigned for the purpose and considerations herein specified. Your acceptance will be indicated by your execution of the Acceptance, duly attested on both copies and returning one executed copy to us.

Respectfully submitted,

RUSS SECURITIES CORPORATION

By: /s/ S. Maclin  
President

ACCEPTANCE

ACCEPTED pursuant to a Resolution adopted by the Board of Regents, Stephen F. Austin State University, on this 21 day of October, 1978.

/s/ Homer Bryce  
Title: Chairman of the Board of Regents (Homer Bryce)

ATTEST:

/s/ C. G. Haas  
Title: Vice President for Fiscal Affairs

42-53
79-21
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the architectural firm of Bernard Johnson, Incorporated, Houston, Texas, be authorized to proceed with working drawings and specifications for the Student Housing Project.

79-22
Upon motion of Regent Perkins, seconded by Regent Wright, with all members voting aye, it was ordered that the contract with Sumners, Incorporated, Lufkin, Texas, for $79,285 to make certain mechanical renovations to the Fine Arts Building be approved and the Chairman of the Board be authorized to sign the contract. Source of Funds: Educational and General Surplus
AGREEMENT

made as of the 21st day of October in the year of Nineteen Seventy Eight

BETWEEN the Owner: 

STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

and the Contractor: 

SUMNERS, INC.
P.O. BOX 218
LUKFIN, TEXAS 75901

The Project: 

MECHANICAL RENOVATIONS TO GRIFFITH FINE ARTS BUILDING
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

The Architect:

LOVE, FRIBERG & ASSOCIATES, INC.
1414 OIL & GAS BUILDING
FORT WORTH, TEXAS 76102

The Owner and the Contractor agree as set forth below.
ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for

Installation of a new boiler which has been purchased by the Owner. Removal of an existing boiler, all steam and condensate piping, insulation, control work, converter, steam chemical treatment, existing gas piping and condensate pump. Allocated electrical work. Miscellaneous general construction work associated with installation of the machine within the building and rework or providing concrete equipment pads.

Furnish and install new cooling tower after removing the existing tower. Furnish and install tower structural steel.

Replace existing roofs as indicated and as specified.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced December 18, 1978 and, subject to authorized adjustments, Substantial Completion shall be achieved not later than January 20, 1979 (Here insert any special provisions for liquidated damages relating to failure to complete on time.)

Liquidated damages provisions shall be as stated in the specifications.
ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Seventy Nine Thousand, Two Hundred Eighty Five and No/100 Dollars ($79,285.00).

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$65,668.00</td>
</tr>
<tr>
<td>Alternate #1</td>
<td>13,617.00</td>
</tr>
<tr>
<td>Contract Sum</td>
<td>$79,285.00</td>
</tr>
</tbody>
</table>

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than thirty days following the end of the period covered by the Application for Payment ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Here insert any rate of interest agreed upon.)

0%

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

AIA DOCUMENT A101 • OWNER-CONTRACTOR AGREEMENT • ELEVENTH EDITION • JUNE 1977 • AIA®
©1977 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

A101-1977 3
ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

A. The Specifications for the Project including but not limited to the following:
   1. The Proposal
   2. The Agreement
   3. The Performance and Payment Bonds
   4. General Conditions of the Contract for Construction
   5. Supplementary General Conditions
   6. Sections 07510, 07600, 1A, 2A, 3A, 15A, 15B and 16A


C. Addendum No. 1 dated October 12, 1978

D. Addendum No. 2 dated October 13, 1978

This Agreement entered into as of the day and year first written above.

OWNER

STEPHEN F. AUSTIN STATE UNIVERSITY

Nacogdoches, Texas

BY

CONTRACTOR

SUMNERS, INC.

P.O. Box 218
Lufkin, Texas 75901

BY
PERFORMANCE BOND

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we, Sumners, Inc., a Corporation of Lufkin, Angelina, County, Texas, hereinafter called Principal, and UNITED STATES FIDELITY & GUARANTY COMPANY of BALTIMORE, State of MARYLAND, hereinafter called the Surety, are held and firmly bound unto Stephen F. Austin State University, hereinafter called Owner, in the penal sum of Seventy-Nine Thousand, Two Hundred Eighty Five and No/100 DOLLARS ($79,285.00), 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 Stephen F. Austin State University, the Owner, dated the 21st day of October, A.D., 1978, a copy of which is attached hereto and made a part hereof for the construction of:

Mechanical Renovations to Griffith Fine Arts Building
Stephen F. Austin State University

herein called the "Work".

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the Work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and, if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.
NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of twelve (12) months from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the twenty-first day of October, A.D. 1978.

ATTEST:

SUMNERS, INC.
P.O. Box 218, Lufkin, Texas 75901

Principal

BY

C. Pete Sumners, Jr., President

(Principal) Secretary

SEAL

Witness as to Principal

(Address)

ATTEST:

UNITED STATES FIDELITY & GUARANTY COMPANY

Surety

BY

Attorney-in-Fact

Ernest L. Bartlett, Jr.

(Surety) Secretary

Witness as to Surety

Address

42-60
PAYMENT BOND

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we, Sumners, Inc., a Corporation of Lufkin, Angelina County, Texas, hereinafter called Principal, and UNITED STATES FIDELITY & GUARANTY COMPANY of BALTIMORE, State of MARYLAND, hereinafter called the Surety, are held and firmly bound unto 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 Seventy-Nine Thousand, Two Hundred Eighty-Five and No/100 DOLLARS ($79,285.00) 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 Stephen F. Austin State University, the Owner, dated the 21st day of October, A.D. 1978, a copy of which is hereto attached and made a part hereof for the construction of:

Mechanical Renovations to Griffith Fine Arts Building
Stephen F. Austin State University.

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 of the 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 provided in Article 5160, Revised Civil Statutes, 1925, as amended by House Bill 344, Acts of the 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 six counterparts, each one of which shall be deemed an original, this the twenty-first day of October, A.D. 1978.

ATTEST: SUMNERS, INC.
P.O. Box 218, Lufkin, Texas 75901

Principal (Principal) Secretary
C. Pete Sumners, Jr., President

Witness as to Principal

Address

42-62
ATTEST:

(Surety) Secretary

Witness as to Surety

Address

UNITED STATES FIDELITY & GUARANTY COMPANY
Surety

BY

Attorney-in-Fact

Ernest L. Bartlett, Jr.
GENERAL POWER OF ATTORNEY

No. 77675

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Ele B. Baggett and Ernest L. Bartlett, Jr.

of the City of Lufkin, State of Texas

its true and lawful attorneys in and for the State of Texas

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 6th day of July, A. D. 1966

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By E. G. Hundley
(Signed) A. W. Griffith
Vice-President. Assistant Secretary.

STATE OF MARYLAND 
BALTIMORE CITY,

On this 6th day of July, A. D. 1966, before me personally came

E. G. Hundley, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and A. W. Griffith, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said E. G. Hundley and A. W. Griffith, were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1967.

(SEAL) (Signed) James F. Carney
Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Anne M. O'Brien,Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 6th day of July, A. D. 1966

(SEAL) (Signed) James F. Carney
Clerk of the Superior Court of Baltimore City.
That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Ele B. Baggett and Ernest L. Barlett, Jr.,

of Lufkin, Texas, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on the 10th day of September, 1910.

[Signature]

Assistant Secretary.
Upon motion of Regent Samuel, seconded by Regent Todd, with all members voting aye, it was ordered that the following Change Orders to current contracts be approved and the Chairman of the Board be authorized to sign them.

1. Change Order No. 1 (final) - Birdwell Building Renovation—$8,130.00
2. Change Order No. 1 - Student Health Clinic Building—$790.50

Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that the University be authorized to seek legislative permission from the upcoming session to authorize the sale of the University's dairy farm land and permanent improvements.

Upon motion of Regent Wright, seconded by Regent Todd, it was unanimously agreed that the Board of Regents extend congratulations to Mrs. Rachel Click on the birth of a new baby girl born September 6, 1978.

The meeting adjourned at 10:45 a.m.