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

VOLUME NO. 51

October 18, 1980
Nacogdoches, Texas
INDEX

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

October 18, 1980
VOLUME NO. 51

81-1 Amendment to Board of Regents' Rules and Regulations
(Use of Campus Facilities for Political Purposes) 51-2
81-2 Approval of Minutes 51-2
81-3 Faculty and Staff Appointments (Summer II) 51-2
81-4 Changes in Status (Summer II) 51-3
81-5 Resignations (Summer II) 51-6
81-6 Faculty and Staff Appointments 51-6
81-7 Changes in Status 51-13
81-8 Resignations 51-15
81-9 Requests for Leave 51-16
81-10 Faculty Workload Reports for 1980 Fall Semester 51-16
81-11 Underenrolled Classes (Fall, 1980) 51-17
81-12 Changes in Curriculum 51-18
81-13 Approval of Final FY80 Budget Standings 51-22
81-14 Approval of Funds for Energy Conservation Measure
Project -- Phase I 51-22
81-15 Approval of Change Order No. 1 - Energy Conservation
Measure Project -- Phase I 51-22
81-16 Allocation of Funds Covering Cost of Contract
Student Housing 51-22
81-17 Authorization to Investigate Municipal or
County Revenue Bonds to Finance Student Housing 51-22
81-18 Authorization to Adjust Summer Meal Plan 51-22
81-19 Adoption of Policy on Audit Fees 51-22
81-20 Authorization to Transfer Student Property Deposits
to Support University Scholars Program 51-23
81-21 Authorization to Take Bids on Art Facility 51-23
81-22 Authorization to Take Bids on Forestry Facility 51-23
81-23 Approval of Contract with Love, Friberg & Associates
on Primary Electric Services Improvements 51-23
81-24 Authorization to Obtain Bids on Primary Electric
Services Improvements 51-33
81-25 Approval of Change Orders Nos. 2 and 3 with Allen M.
Campbell Company - U. C. Expansion/Remodeling
Project 51-33
81-26 Approval of Deed of Sale of Timber on University
Beef Farm 51-33
81-27 Authorization to Take Bids for a Replacement
Computing System 51-38
MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN NACOGDOCHES, TEXAS

October 18, 1980

The meeting was called to order by Mrs. Tom Wright, Chairman of the Board of Regents, at 9:00 a.m. October 18, 1980.

REGENTS -

PRESENT: Mrs. Tom Wright of Nacogdoches
Mr. Ted Bowen of Houston
Mrs. George Cullum, Jr. of Dallas
Mr. Homer Bryce of Henderson
Mr. Walter Todd of Dallas
Mr. Robert E. Samuel, Jr. of Madisonville
Mr. Glenn Justice of Dallas

ABSENT: Mr. Joe Bob Golden of Jasper
Mr. James I. Perkins of Rusk

STAFF -

PRESENT: Dr. William R. Johnson, President of the University
Dr. Billy J. Franklin, Vice President for Academic Affairs
Mr. C. G. Haas, Vice President for Fiscal Affairs
Dr. Baker Pattillo, Vice President for Student Affairs
Mr. Robert Provan, Legal Counsel
Mr. Clyde S. Carman, Director of Development

STUDENTS -

PRESENT: Ms. Mary Ann Wheeler, Pine Log Reporter
Mr. Hardy Meredith, Stone Fort Photographer
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that the proposed amendment to the Rules and Regulations of the Board of Regents be amended to read as follows:

**Item 19. Establishes Use of Campus Facilities for Political Purposes**

While the use of the facilities of the University for partisan political assemblies and meetings is not normally encouraged, the faculty and administration, as members of a learned and honorable profession, may properly exercise their acknowledged individual rights and obligations of citizenship free of University discipline or censorship.

Individual political candidates and their election organizations are not permitted to reserve a University facility for campaign activities. However, if a candidate is invited by a University group, then he or she may appear in the facility, provided that the group extending the invitation is responsible for reserving the facility and meeting the costs related to the event.

No member of the Board of Regents shall undertake to influence the political opinions of personnel subject to the Board's jurisdiction, but such personnel are requested to exercise their individual rights of citizenship or academic freedom in a responsible manner reasonably calculated not to identify or associate with the University.

A University employee may not use his or her official authority or influence to coerce the political action of a person or body.

Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the minutes of July 26, 1980, be approved.

Upon motion of Regent Justice, seconded by Regent Cullum, with all members voting aye, it was ordered that the following adjustments to the Summer 1980 Budget be approved:

1. **Applied Arts and Sciences**

   The following faculty have been appointed to teach off-campus courses at the designated time, place, and for salaries as indicated:
2. Criminal Justice

Mr. H. Richard Bales, Instructor of Criminal Justice, to teach one course during Summer II, 1980 at a salary of $1,250.

3. Department of Home Economics

Ms. Gladys Atherton, Assistant Professor of Home Economics, to teach two courses during Summer II, 1980 at a salary of $2,061.

4. Department of Modern Languages

Mr. Manuel Mendoza, Assistant Professor of Modern Languages, to teach two courses during Summer II, 1980 at a salary of $2,901.

5. Department of Music

Dr. Ronald E. Anderson, Associate Professor of Music, to teach 50% time from July 2 - July 11 at a salary of $318.43.

6. Social Work Program

Ms. Carolyn S. Drake, Instructor of Social Work, to assist with the planning of new courses in Social Work. She will be employed on this assignment from August 15 - 31 at a salary of $833.33.

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

Dr. William H. Bos, Professor of Communication, from 50% time at $1,873 to 100% time at $3,746 due to confirmation of adequate enrollment in a contingency course.

Dr. William J. Oliver, Assistant Professor of Communication, from $1,487 for 50% time to $2,974 for 100% time due to confirmation of adequate enrollment in a contingency course.

2. Department of Counseling and Special Educational Programs

Dr. Marie Curtis, Assistant Professor, to 100% time at $2,500 for Summer II due to confirmation of adequate enrollment in two contingency courses.

Dr. Bernard-thomas Hartman, Professor, to 100% time at $3,793.66 for Summer II due to confirmation of adequate enrollment in two contingency courses.

Dr. David Jeffrey, Associate Professor, to 100% time at $3,179.36 for Summer II due to confirmation of adequate enrollment in a contingency course and appointment to the Graduate Dean's Office.

Dr. Bruce Payette, Assistant Professor, to 100% time at $2,561.83 for Summer II due to confirmation of adequate enrollment in two contingency courses.

3. Department of Elementary Education

Dr. Mary Ella Lowe, Assistant Professor, from 50% time at $1,361.08 to 100% time at $2,722.16 due to the addition of a course to accommodate candidates for graduation in August and December.

4. School of Forestry

Dr. J. Robert Singer, Assistant Professor, from 100% time at $3,035 to 67% time at $2,024. Dr. Singer was placed on leave without pay for his teaching responsibilities in Summer II.

Dr. Laurence C. Walker, Lacy Hunt Professor, to 100% time at $4,598 for Summer II. This is to correct a budget error.

5. Department of Geology

Mr. Martin Deuth, Assistant Professor, from 75% time at $2,001.75 to 100% time at $2,669 for Summer II due to confirmation of adequate enrollment in contingency courses.

Dr. Jerry Vincent, Associate Professor, from 50% time at $1,681.50 to 100% time at $3,363.00 for Summer II due to confirmation of adequate enrollment in contingency course.
6. Department of History

Dr. Calvin W. Hines, Associate Professor, from 50% time at $1,785.34 to 100% time at $3,570.67 for Summer II due to confirmation of adequate enrollment in contingency course.

7. Department of Management and Marketing

Dr. Lynnette Solomon, Assistant Professor, for 50% time at $1,449.17 for Summer II.

Dr. Nancy Speck, Assistant Professor, from 50% time to 100% time at $2,773.34, for Summer II.

8. Department of Political Science

Dr. Melville Kahn, Assistant Professor, from 50% time at $1,518 to 100% time at $3,036 for Summer II due to confirmation of adequate enrollment in contingency course.

9. Department of Physics

Dr. John Decker, Professor, from 50% time at $2,239 to 100% time at $4,478 for Summer II due to increased enrollment.

Dr. James C. Dennis, Associate Professor, from 50% time at $2,239 to 100% time at $3,615 for Summer II due to increased enrollment.

Dr. Harry D. Downing, Assistant Professor, from 50% time at $1,414 to 100% time at $2,828 for Summer II due to increased enrollment.

Dr. Norman L. Markworth, Assistant Professor, from 50% time at $1,254 to 100% time at $2,514 for Summer II due to increased enrollment.

Dr. James E. Nicholson, Associate Professor, from 50% time at $1,624 to 100% time at $3,247 for Summer II due to increased enrollment.

10. Social Work Program

Mr. William G. Syers, Assistant Professor, to 100% time at $2,472.67 for Summer II to teach two courses and assist in developing the Social Work curriculum.

11. Department of Sociology

Dr. Samir Maamary, Associate Professor, to 50% time at $1,695.33 to teach an off-campus course during Summer II.
Upon motion of Regent Bowen, seconded by Regent Bryce, with all members voting aye, it was ordered that the following resignation be accepted:

1. Department of Home Economics

   Dr. Barbara Barrett, Assistant Professor of Home Economics, effective Summer II, 1980 only, due to the death of her father.

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

1. Applied Arts and Sciences

   The following faculty have been appointed to teach off-campus courses at the designated time, place, and for salaries as indicated:

<table>
<thead>
<tr>
<th>Faculty Name</th>
<th>Term</th>
<th>Location</th>
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<td>Roy Dean Alston</td>
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<td>Marvin B. Wade</td>
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<tr>
<td>William E. Youngblood</td>
<td>Fall 80</td>
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</tbody>
</table>
2. Department of Accounting

Ms. Loretta L. Black, 30, M.B.A. (Sam Houston State University), Instructor (75% time) of Accounting, at a salary rate of $6,148.50, effective Fall Semester, 1980 only.

Mr. Freddy Glenn Dial, 44, M.B.Ed., (Stephen F. Austin State University), Assistant Instructor of Accounting, at a salary rate of $14,000 for nine months, effective September 1, 1980.

3. Applied Arts and Sciences

Ms. Irene D. Armsworth, 42, M.B.Ed. (Stephen F. Austin State University), Instructor in Applied Arts and Sciences, at a salary rate of $12,625 for nine months, effective September 1, 1980.

4. Department of Communication

Ms. Patricia Ann Baldwin, 49, M.A. (University of Texas-Austin), Lecturer, 50% time, in Communication, at a salary rate of $2,400 for 50% time for the Fall Semester, 1980 only.

Mr. Willie Clayte Binion, Jr., 68, Lecturer (25% time) in Communication, at a salary rate of $3,675 for 25% time for nine months, effective September 1, 1980.

Ms. Sue D. Perkins, 34, M.A. (Stephen F. Austin State University), Lecturer, 15% time, in Communication and Director of Student Publications, 85% time, for nine months at a salary rate of $11,700. Ms. Perkins is also employed 100% time as Director of Student Publications during the summer at a salary rate of $3,900 for the three months.

Ms. Rita G. Whillock, 27, M.A. (University of Arkansas), Lecturer (75% time) in Communication, at a salary rate of $3,600 for 75% time, effective Fall Semester, 1980 only.

5. Department of Computer Science

Mr. Donald R. Curtis, 33, M.Ed. (Texas Tech University), Lecturer (20% time) in Computer Science, at a salary rate of $1,125 for 20% time for the Fall Semester, 1980 only.

Ms. Helen Kay Hull, 34, M.Ed. (Stephen F. Austin State University), Lecturer (60% time) in Computer Science, at a salary rate of $3,375 for 60% time for the Fall Semester, 1980 only.

Mr. Robert John Wuest, 35, M.S. (Stephen F. Austin State University), Lecturer (20% time) in Computer Science, at a salary rate of $1,125 for 20% time for the Fall Semester, 1980 only.
6. Department of Counseling and Special Educational Programs

Miss June Tenberg, 28, M.A. (Texas Woman's University), Instructor in Deaf Education, at a salary rate of $13,500 for nine months, effective September 1, 1980.

7. Department of English and Philosophy

Mr. Cydney W. Adams, 31, M.A. (Stephen F. Austin State University), Lecturer (75% time) in English, at a salary rate of $4,500 for 75% time for the Fall Semester, 1980 only.

Dr. Diane Corbin, 38, Ph.D. (University of Texas-Austin), Lecturer (75% time) in English, at a salary rate of $4,800 for 75% time for the Fall Semester, 1980 only.

Ms. Annette S. Dawson, 41, M.S. (Stephen F. Austin State University) Lecturer (75% time) in English for the Fall Semester, 1980, and Lecturer (25% time) in English for the Spring Semester, 1981, at a total salary rate of $6,856 for the nine months, effective September 1, 1980.

Mr. William Dale Hearell, 28, M.A. (Stephen F. Austin State University), Lecturer (50% time) in English at a salary rate of $3,000 for 50% time for the Fall Semester, 1980 only.

Ms. JoAnne C. Howard, 41, M.A. (St. Louis University), Lecturer (75% time) in English, at a salary rate of $4,500 for the Fall Semester, 1980 only.

Ms. Melissa Sue McAuley, 25, M.A. (Stephen F. Austin State University), Lecturer (25% time) in English, at a salary rate of $1,500 for 25% time for the Fall Semester, 1980 only.

Dr. Hebe R. Mace, 50, Ph.D. (University of Arkansas), Lecturer (75% time) in English, at a salary rate of $5,343 for 75% time for the Fall Semester, 1980 only.

Ms. Beth E.H. Medrano, 31, M.A. (University of Texas-Austin), Lecturer (50% time) in English at a salary rate of $3,000 for 50% time for the Fall Semester, 1980 only.

Ms. Molly A. Travis, 29, M.A. (Stephen F. Austin State University), Lecturer (50% time) in English, at a salary rate of $3,000 for 50% time for the Fall Semester, 1980 only.

Ms. Nancy J. Wilmeth, 39, J.D. (University of Texas Law School), Lecturer (50% time) in English, at a salary rate of $3,000 for 50% time for the Fall Semester, 1980 only.
8. School of Forestry

Mr. Arthur A. Bates, 33, B.S. (Stephen F. Austin State University), Lecturer (50% time) in Forestry, at a salary rate of $3,200 for 50% time for the Fall Semester, 1980 only.

9. Department of Health and Physical Education

Mr. David Campbell, 33, M.Ed. (Stephen F. Austin State University), Lecturer (25% time) in Health and Physical Education, at a salary rate of $3,682 for 25% time for nine months. Mr. Campbell is also employed as Associate Director of Intramurals, at a salary rate of $11,135 for 75% time for nine months and $2,473 for 100% time for one and one-half months is $17,290, effective September 1, 1980.

Mr. Peter D. Carlon, 27, M.S.Ed. (Northwest Missouri State University), Instructor (50% time) in Health and Physical Education, and Trainer (50% time) in Men's and Women's Intercollegiate Athletics, at a salary rate of $15,500 for 100% time for nine months, effective September 1, 1980.

10. Department of Home Economics

Ms. Betty Landrum Pruitt, 55, M.S. (Stephen F. Austin State University), Lecturer (50% time) in Home Economics for the Fall Semester, 1980, and Lecturer (25% time) in Home Economics for the Spring Semester, 1980, at a total salary of $4,929 for the nine months, effective September 1, 1980.

11. Department of Management and Marketing

Mr. Robert S. Anderson, 61, M.B.A. (University of Pittsburgh), Lecturer (50% time) in Management, at a salary rate of $3,153 for 50% time, effective Fall Semester, 1980 only.

Mr. Johnny T. Long, 54, M.Ed. (Stephen F. Austin State University), Lecturer (50% time) in Management, at a salary rate of $3,381 for 50% time, effective Fall Semester, 1980 only.

Ms. Margaret A. White, 29, M.B.A. (Sam Houston State University), Instructor in Management and Marketing, at a salary rate of $15,000 for nine months, effective September 1, 1980.

12. Department of Mathematics and Statistics

Mr. Arthur Baker Denman, 54, B.S. (Stephen F. Austin State University), Lecturer (20% time) in Mathematics, at a salary rate of $1,175 for 20% time, effective Fall Semester, 1980 only.
Ms. Kay Diane Fromme, 30, M.S. (Stephen F. Austin State University), Instructor in Mathematics, at a salary rate of $2,520 for 40% time in the Fall Semester, 1980 and $5,875 for 100% time in the Spring Semester, 1980, effective September 1, 1980.

Ms. Julie Gaylord, 47, B.A. (University of Texas-Austin), Lecturer (50% time) at a salary rate of $3,525 for 60% time for the Fall Semester, 1980 only.

Mr. David Brian Holiday, 25, M.S. (Stephen F. Austin State University), Instructor in Mathematics, at a salary rate of $11,750 for nine months, effective September 1, 1980.

Ms. Kathryn Lois Jones, 38, M.S. (New Mexico Highlands University), Instructor in Mathematics, at a salary rate of $11,750 for nine months, effective September 1, 1980.

Ms. Betty Keyser Manning, 54, M.S. (Stephen F. Austin State University), Lecturer (20% time) in Mathematics, at a salary rate of $1,175 for 20% time for the Fall Semester, 1980 only.

Ms. Jane Staats Shepard, 44, M.S. (Stephen F. Austin State University), Lecturer (80% time) in Mathematics, at a salary rate of $5,040 for 80% time for the Fall Semester, 1980 only.

Ms. Sandra Kathryne Welch, 36, M.S. (Stephen F. Austin State University), Instructor in Mathematics, at a salary rate of $11,750 for nine months, effective September 1, 1980.

Ms. Ellen Thornton Wood, 38, M.S. (Oklahoma State University) Lecturer (80% time) in Mathematics, at a salary rate of $5,600 for 80% time, effective Fall Semester, 1980 only.

13. Department of Modern Languages

Dr. Nancy Ann Doyle, 31, Ph.D. (Indiana University), Assistant Professor in Modern Languages, at a salary rate of $14,500 for nine months, effective September 1, 1980.

14. Department of Music

Ms. Bonnie Gilman, 34, M.M. (Eastman School of Music), Lecturer (12-1/2% time) in Music, at a salary rate of $675 for the 12-1/2% time for the Fall Semester, 1980 only.

Ms. Barbara Boldt Haden, 29, M.M. (University of Houston), Lecturer (10% time) in Music, at a salary rate of $1,550 for the 10% time for the Fall Semester, 1980 only.
15. Division of Nursing

Ms. Carol Ann Hurzeler, 40, M.S.N. (Catholic University), Lecturer (50% time) in Nursing at a salary rate of $7,750 for the 50% time for nine months, effective September 1, 1980.

Ms. Joan Evelyn Millan Johnston, 40, M.S.N. (Texas Woman's University), Instructor in Nursing, at a salary rate of $15,500 for nine months, effective September 1, 1980.

16. Department of Secondary Education

Dr. Allan Gordon Cannon, 57, Ph.D. (University of Texas-Austin), Lecturer (20% time) in Secondary Education, at a salary rate of $1,400 for the 20% time, effective Fall Semester, 1980 only.

Dr. Sandra Tillman Lowery, 36, Ed.D. (Baylor University), Lecturer (20% time) in Secondary Education, at a salary rate of $1,300 for the 20% time, effective Fall Semester, 1980 only.

Dr. Andrew Todd Nutt, 36, Ph.D. (University of Texas-Austin), Lecturer (20% time) in Secondary Education at a salary rate of $1,600 for 20% time for the Fall Semester, 1980 only.

Dr. Hugh Douglas Prewitt, 45, Ph.D. (Texas A&M University), Lecturer (20% time) in Secondary Education, at a salary rate of $1,700 for 20% time for the Fall Semester, 1980 only.

17. Department of Sociology

Ms. Alyce Brooks Bunting, 25, M.A. (Stephen F. Austin State University), Assistant Instructor in Sociology, at a salary rate of $11,000 for nine months, effective September 1, 1980.

18. Department of Theatre

Ms. Cathryn Robbins, 33, M.F.A. (Humboldt State University), Assistant Professor in Theatre, at a salary rate of $16,000 for nine months, effective September 1, 1980.

19. Joint Appointments:

a. Department of Administrative Services/Criminal Justice Program

Dr. John Richard Heath, 39, J.D. (South Texas College of Law), Lecturer (25% time) in Administrative Services and 25% time in Criminal Justice, at a salary rate of $4,000 for 50% time for the Fall Semester, 1980 only.
b. Department of Economics & Finance/Management & Marketing

Mr. John Lowry Hester, 25, M.B.A. (Stephen F. Austin State University), Assistant Instructor (50% time) in Economics & Finance and (50% time) in Management & Marketing, at a salary rate of $14,000 for 100% time for nine months, effective September 1, 1980.

c. Department of Management & Marketing/School of Applied Arts & Sciences

Dr. William Edwin Youngblood, 60, J.D. (University of Texas-Austin), Lecturer (25% time) in Management & Marketing and (25% time) in Applied Arts and Sciences, at a salary rate of $5,000 for 50% time, effective Fall Semester, 1980 only.

d. Department of Political Science/School of Applied Arts and Sciences

Mr. Jimmy Dale Case, 32, M.A. (Texas Tech University), Lecturer (25% time) in Political Science and (25% time) in Applied Arts and Sciences, at a salary rate of $3,930 for 50% time for the Fall Semester, 1980 only.

20. Sex Desegregation Assistance Center

Ms. Willia B. Murphy, M.Ed. (Stephen F. Austin State University), State Administrator, at a salary rate of $21,803 for eight months, effective October 1, 1980.

Ms. Sandra L. Murphy, M.Ed. (Northwestern State University), State Administrator, at a salary rate of $19,803 for nine months, effective September 15, 1980.

21. School of Education

Mr. George Lindsey, 37, M.S. (East Texas State University), AV/TV Technician-Supervisor, at a salary rate of $13,674 for twelve months, effective September 1, 1980.

22. School of Forestry

Mr. William H. Klein, Visiting Assistant Professor of Forestry, effective September 1, 1980. This is a nine-months exchange appointment between the U.S.D.A. Forest Service and Stephen F. Austin State University.

23. Student Affairs Division

Ms. Judith Susan Phillips, 24, M.Ed. (Stephen F. Austin State University), Intramural Supervisor at a salary rate of $11,268 for 10-1/2 months, effective September 1, 1980.
Mr. David L. Smith, 38, B.S. (Stephen F. Austin State University), Assistant Food Production Supervisor I at a salary rate of $10,188 for twelve months, effective September 1, 1980.

Mr. Manual Lewis Sanders, 22, Police Officer I for University Police at a salary rate of $8,592 for twelve months, effective July 7, 1980.

Mr. James Lanagan, 35, M.F.A. (Stephen F. Austin State University), Graphics Shoppe Manager at a salary rate of $7,280 for twelve months, effective July 8, 1980.

Ms. Lucretia Bussey, 42, temporarily employed as Counselor in Guidance and Counseling while Ms. Bonita Jacobs is taking a temporary position as Associate Director of Housing. Salary rate of $1,000 per month for 4-1/2 months, effective August 15, 1980.

24. Fiscal Affairs Division

Mr. David O. Martinson, 34, Director of Purchasing and Inventory, at a salary rate of $25,000 for twelve months, effective August 4, 1980.

Ms. Cynthia Ann Cropp, 29, Head Cashier at a salary rate of $7,800 for twelve months, effective September 4, 1980.

25. Office of Development

Mr. Clyde S. Carman, 56, Director of Development, at a salary rate of $30,500 for 93.85% time for twelve months, effective September 15, 1980. Mr. Carman will also receive $2,000 for 6.15% time for 12 months from the Stephen F. Austin State University Foundation.

26. Computer Center

Ms. Bonita Gibson, Programmer I, at a salary rate of $12,480 for twelve months, effective September 22, 1980.

Mr. Oliver E. Webb, Computer Operator, at a salary rate of $9,204 for twelve months, effective September 1, 1980.

81-7
Upon motion of Regent Todd, seconded by Regent Bowen, with all members voting aye, it was ordered that the following changes in status be approved:

1. Applied Arts and Sciences

Dr. William Heeney, appointed Coordinator for off-campus sites at a stipend of $1,500 for twelve months, effective September 1, 1980.
2. Department of Accounting

Ms. Emagene Wind, from a salary rate of $15,500 to $16,000 for 100% time for nine months, effective September 1, 1980. Ms. Wind has passed the Texas State Board of Public Accountancy exam and has received her CPA certificate.

3. Department of Administrative Services

Dr. Connie Mayer, from 50% time to 75% time at a salary rate of $10,350 for nine months, effective September 1, 1980.

4. Department of Counseling and Special Educational Programs

Dr. David L. Jeffrey, from 100% time as Associate Professor in Counseling and Special Educational Programs at a salary rate of $20,408 for nine months to 50% time in Counseling and Special Educational Programs and 50% time as Interim Coordinator for Grants, Contracts, and Research Services for nine months and 100% time Interim Coordinator for three months at a total salary of $28,000 for twelve months, effective September 1, 1980.

5. Department of Health and Physical Education

Mr. Michael Stanford Bobo, from Lecturer (75% time) at a salary rate of $10,250 to Lecturer (85% time) at a salary rate of $11,525 for nine months, effective September 1, 1980.

Ms. Virginia Mathews, to increase salary by $1,275 for the Fall Semester, 1980 only, to cover an overload.

6. Department of Modern Languages

Mr. Manuel Mendoza, Assistant Professor of Modern Languages, from a salary rate of $17,406 to $18,000 for nine months, effective September 1, 1980, following a review of Mr. Mendoza's performance.

7. Student Affairs Division

Ms. Bonita Jacobs, temporarily transferred from Guidance and Counseling to Housing as Associate Director of Housing while Ms. Mita Musick is on leave of absence. Salary rate will remain the same.

Mr. William David Campbell, from Intramural Supervisor to Associate Director of Intramurals, effective September 1, 1980. Salary rate adjustment from $13,785 for 12 months to $13,608 for 10-1/2 months, for 75% time.
8. University News and Information Services

Dr. Bobby H. Johnson, from Acting Director of University News and Information Services to Director of University News and Information Services, effective September 18, 1980.

9. Computer Center

Ms. Carol Bunch, from Programmer Analyst I, at a salary rate of $14,000 for 100% time, to User Services Analyst I, at a salary rate of $14,000 for 100% time.

Mr. Donald Wayne Harrell, from Computer Operator, at a salary rate of $10,672 for 100% time to Programmer I at a salary rate of $12,720 due to a promotion and a reclassification under the classified pay plan.

Mr. Morris A. Lang, from Data Base Administrator and Systems Programmer, at a salary rate of $19,141 for 100% time, to Manager of User Services, at a salary rate of $20,941 for 100% time.

Ms. Elizabeth Ann Mathis, from Programmer I, at a salary rate of $12,060 for 100% time to Programmer Analyst I at a salary rate of $14,000 for 100% time.

81-8
Upon motion of Regent Bryce, seconded by Regent Justice, with all members voting aye, it was ordered that the following resignations be accepted:

1. School of Education

Mr. Frank Smith AV/TV Technician, effective August 31, 1980. Mr. Smith was employed for the 1979-80 academic year and had completed his temporary assignment.

2. Department of Health and Physical Education

Ms. Suzanne Schrader, Instructor and Associate Director of Intramurals, effective July 14, 1980. Ms. Schrader resigned for economic reasons.

3. Student Affairs Division

Ms. Lydia Goetz, Intramural Supervisor, effective August 31, 1980. Ms. Goetz resigned to go back to school.

Mr. Clyde Tucker, Food Production Supervisor I for Food Services, effective August 31, 1980. Mr. Tucker resigned due to personal reasons.
Mr. Clay Arnold, Police Officer I for University Police, effective September 8, 1980. Mr. Arnold resigned to attend school full time.

4. Computer Center

Mr. Fred Fischer, Manager of User Services and Instructor of Computer Science, effective August 31, 1980. Mr. Fisher accepted other employment.


Upon motion of Regent Cullum, seconded by Regent Bowen, with all members voting aye, it was ordered that the following requests for leave of absence be granted.

1. Department of Elementary Education

Dr. Tommye Jones Haas, Associate Professor of Elementary Education, effective September 1, 1980, for the Fall Semester. Dr. Haas has requested a leave of absence for medical reasons.

2. Department of Mathematics and Statistics

Dr. Kenneth H. Price, Associate Professor of Mathematics, has requested an extension of his leave through the 1980-81 academic year.

3. Department of Sociology

Dr. Ben Dickerson, Professor of Sociology, for the 1980-81 academic year. Dr. Dickerson will serve as Director of the Baylor University Gerontology Center.

4. Student Affairs Division

Mr. Al Harris, Director of University Health Services, effective September 30, 1980 for two months. Mr. Harris is granted leave of absence to attend to personal matters.

Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the Faculty Workload Reports for the Fall Semester, 1980 be approved as submitted at the Board meeting.
Upon motion of Regent Cullum, seconded by Regent Justice, with all members voting aye, it was ordered that underenrolled classes (Fall, 1980), as certified in the following table, be approved for retention:

<table>
<thead>
<tr>
<th>Course No. and Title</th>
<th>Credit Hours</th>
<th>Number Students</th>
<th>Instructor</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>COM 402 Teaching Speech in High School</td>
<td>3</td>
<td>8</td>
<td>Graham</td>
<td>Required course to keep proper sequence</td>
</tr>
<tr>
<td>SWK 225 Seminar in Social Work</td>
<td>2</td>
<td>6</td>
<td>Drake</td>
<td>Required course to keep proper sequence</td>
</tr>
<tr>
<td>ART 499 Secondary Art Projects</td>
<td>3</td>
<td>8</td>
<td>Ford</td>
<td>Required for graduation</td>
</tr>
</tbody>
</table>
Upon motion of Regent Bowen, seconded by Regent Todd, with all members voting aye, it was ordered that the following curriculum items, approved by the University Undergraduate and Graduate Curriculum Committee, be approved:

COURSES ADDED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours</th>
<th>Credit</th>
</tr>
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<tbody>
<tr>
<td>Agriculture 430</td>
<td>Soil Morphology &amp; Classification</td>
<td>2</td>
<td></td>
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<tr>
<td>Agriculture 430L</td>
<td>Soil Morphology &amp; Classification Lab</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Computer Science 301</td>
<td>A Contemporary Programming Language</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Computer Science 435</td>
<td>Teleprocessing and Data Communications</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Forestry 202</td>
<td>Introduction to Environmental Education</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Forestry 202L</td>
<td>Introduction to Environmental Education Lab</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Forestry 430</td>
<td>Soil Morphology &amp; Classification</td>
<td>2</td>
<td></td>
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<tr>
<td>Forestry 430L</td>
<td>Soil Morphology &amp; Classification Lab</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Geology 243</td>
<td>Sedimentary Petrology</td>
<td>2</td>
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<tr>
<td>Geology 243L</td>
<td>Sedimentary Petrology Lab</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Military Science 206</td>
<td>Leaders and Trends</td>
<td>2</td>
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<tr>
<td>Modern Languages-ILA-121</td>
<td>Introductory Language</td>
<td>3</td>
<td></td>
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<tr>
<td>Modern Languages-ILA-315</td>
<td>Special Topics in foreign languages and cultures</td>
<td>3</td>
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<td>Music 135.03</td>
<td>University Band-Pep Band</td>
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<tr>
<td>Music 136</td>
<td>Marching Band</td>
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<tr>
<td>Music 472</td>
<td>Undergraduate Seminar</td>
<td>3</td>
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<tr>
<td>Nursing 315</td>
<td>Research in Nursing</td>
<td>2</td>
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<tr>
<td>Nursing 320</td>
<td>Individuals in Developmental Crisis</td>
<td>7</td>
<td></td>
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<tr>
<td>Nursing 416</td>
<td>Crisis Intervention in Community Health I</td>
<td>2</td>
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<tr>
<td>Nursing 417</td>
<td>Crisis Intervention in Community Health II</td>
<td>1</td>
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<tr>
<td>Nursing 425A-H (Skip G)</td>
<td>Selected Clinical Practice Topics</td>
<td>3</td>
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<tr>
<td>Sociology 479</td>
<td>Data Analysis</td>
<td>3</td>
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<tr>
<td>Sociology (Ant) 480</td>
<td>Indians of the Americas</td>
<td>3</td>
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<tr>
<td>Sociology (Ant) 493</td>
<td>Special Studies of Latin America</td>
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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>
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</thead>
<tbody>
<tr>
<td>Accounting 473</td>
<td>Profit Planning and Cost Control (3)</td>
<td>473</td>
<td>Profit Planning and Cost Control (3)</td>
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<tr>
<td>Criminal Justice 101</td>
<td>Introduction to Law Enforcement (3)</td>
<td>101</td>
<td>Introduction to Criminal Justice (3)</td>
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<tr>
<td>Geology 242</td>
<td>Petrology (2)</td>
<td>242</td>
<td>Igneous and metamorphic Petrology (2)</td>
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<tr>
<td>Geology 242L</td>
<td>Petrology Laboratory (1)</td>
<td>242L</td>
<td>Igneous and metamorphic Laboratory (1)</td>
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<tr>
<td>Geology 301</td>
<td>Elementary Field Geology (1)</td>
<td>301</td>
<td>Elementary Field Geology (2)</td>
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</table>
### COURSES TO BE REVISED: (CONTINUED)

<table>
<thead>
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<th>Department and Number</th>
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<th>New No.</th>
<th>New Title and Credit</th>
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</thead>
<tbody>
<tr>
<td>Nursing 200</td>
<td>Nursing Process (3)</td>
<td>200</td>
<td>Self-Care and the Nursing Process (3)</td>
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<tr>
<td>Nursing 210</td>
<td>Fundamentals in Nursing (4)</td>
<td>210</td>
<td>Self-Care Fundamentals (4)</td>
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<tr>
<td>Nursing 220</td>
<td>Foundational Nursing Care (7)</td>
<td>220</td>
<td>Self-Care in Nursing Systems (5)</td>
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<tr>
<td>Nursing 301</td>
<td>A Study of Health Assessments (3)</td>
<td>301</td>
<td>Health Assessment (2)</td>
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<tr>
<td>Nursing 312</td>
<td>Pathophysiology I (3)</td>
<td>312</td>
<td>Individuals in Situational Crisis (7)</td>
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<tr>
<td>Nursing 322</td>
<td>Community Health (3)</td>
<td>322</td>
<td>Community Health Nursing (3)</td>
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<tr>
<td>Nursing 410</td>
<td>Nursing in Unpredictable Crisis Periods (5)</td>
<td>410</td>
<td>Families in Crisis (7)</td>
</tr>
<tr>
<td>Nursing 411</td>
<td>Leadership and Management in Health Care (3)</td>
<td>411</td>
<td>Leadership in Nursing Systems (3)</td>
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<tr>
<td>Nursing 420</td>
<td>Independent Study (4-7)</td>
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<td>Independent Study (7)</td>
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<td>Nursing 422</td>
<td>Senior Seminar (3)</td>
<td>422</td>
<td>Senior Seminar (1)</td>
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<td>Management and Mkt- (MKT) 356</td>
<td>Marketing Research (3)</td>
<td>455</td>
<td>Marketing Research (3)</td>
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<td>Management and Mkt- (MGM) 471</td>
<td>Production/Operations Mgm (Advanced) (3)</td>
<td>471</td>
<td>Production/Operations Mgm (Services) (3)</td>
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<td>Sociology 357</td>
<td>Population (3)</td>
<td>357</td>
<td>Human Population Dynamics (3)</td>
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<tr>
<td>Sociology 465</td>
<td>Methods in Social Research (3)</td>
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### COURSES TO BE DELETED: (Curriculum Committee)

<table>
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<th>Department and Number</th>
<th>Title and Credit</th>
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<tbody>
<tr>
<td>Agriculture 332</td>
<td>Soil Genesis and Classification (3)</td>
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<tr>
<td>Forestry 332</td>
<td>Soil Genesis and Classification (3)</td>
</tr>
<tr>
<td>Geology 407</td>
<td>Sedimentology (2)</td>
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<td>Geology 407L</td>
<td>Sedimentology (1)</td>
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<tr>
<td>Music 135.03</td>
<td>University Band-Marching Band (1)</td>
</tr>
<tr>
<td>Nursing 310</td>
<td>Theoretical Concepts &amp; the Nursing Process (3)</td>
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<tr>
<td>Nursing 311</td>
<td>Clinical Application of Nursing Concepts and Process (5)</td>
</tr>
<tr>
<td>Nursing 313</td>
<td>Pathophysiology II (3)</td>
</tr>
<tr>
<td>Nursing 322</td>
<td>Research in Nursing (3)</td>
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<tr>
<td>Nursing 323</td>
<td>Clinical Problems (A), (B), (C)-(3)</td>
</tr>
<tr>
<td>Sociology 480a (Ant)</td>
<td>Indians of the Americas—North America (3)</td>
</tr>
<tr>
<td>Sociology 480b (Ant)</td>
<td>Indians of the Americas—South America (3)</td>
</tr>
<tr>
<td>Sociology 493a (Ant)</td>
<td>Special Studies of Latin America—Spanish American Societies (3)</td>
</tr>
<tr>
<td>Sociology 493b (Ant)</td>
<td>Special Studies of Latin America—Brazilian Society (3)</td>
</tr>
</tbody>
</table>
### COURSES ADDED: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>Hours Credit</th>
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<tbody>
<tr>
<td>Agriculture 430G</td>
<td>Soil Morphology &amp; Classification</td>
<td>2</td>
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<tr>
<td>Agriculture 430G-L</td>
<td>Soil Morphology &amp; Classification Lab</td>
<td>1</td>
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<tr>
<td>Computer Science 435G</td>
<td>Teleprocessing and Data Communications</td>
<td>3</td>
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<tr>
<td>Counseling &amp; Special Educational Programs (HSE) 441G</td>
<td>Methods and Materials for the Blind</td>
<td>3</td>
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<tr>
<td>Counseling &amp; Special Educational Programs (HSE) 445G</td>
<td>Mobility Teaching Methods for the Classroom Teacher</td>
<td>3</td>
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<tr>
<td>Counseling &amp; Special Educational Programs (SPH) 473G</td>
<td>Manual Communication</td>
<td>3</td>
</tr>
<tr>
<td>Forestry 430G</td>
<td>Soil Morphology &amp; Classification</td>
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<tr>
<td>Forestry 430G-L</td>
<td>Soil Morphology &amp; Classification Lab</td>
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<tr>
<td>Forestry 507</td>
<td>Communications in Forest Operations: Memos and Short Reports</td>
<td>1</td>
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<tr>
<td>Forestry 509</td>
<td>Communications in Forest Operations: Technical and Budgetary Reports</td>
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<tr>
<td>Forestry (Env) 512</td>
<td>Advance Techniques in Outdoor/Environmental Education</td>
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<td>Forestry (Env) 512L</td>
<td>Advance Techniques Lab</td>
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<td>Geology 507</td>
<td>Sedimentology</td>
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<tr>
<td>Geology 566c</td>
<td>Advanced Topics in Geology—Coal Geology</td>
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<tr>
<td>Geology 566d</td>
<td>Advanced Topics in Geology—Geotectonics</td>
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<tr>
<td>Geology 566e</td>
<td>Advanced Topics in Geology—Quantitative Applications</td>
<td>3</td>
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<tr>
<td>Geology 566f</td>
<td>Advanced Topics in Geology—Advanced Petrology</td>
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<td>Geology 556g</td>
<td>Advanced Topics in Geology—Regional Geology</td>
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<tr>
<td>Home Economics 512</td>
<td>Organization and Administration of Vocational Education</td>
<td>3</td>
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<tr>
<td>Mathematics &amp; Statistics (MTH) 505</td>
<td>Numerical Methods for Ordinary Differential Equations</td>
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<tr>
<td>Sociology (Ant) 480G</td>
<td>Indians of the Americas</td>
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<tr>
<td>Sociology (Ant) 493G</td>
<td>Special Studies of Latin America</td>
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### COURSES TO BE REVISED: (Graduate Council)

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<th>Department and Number</th>
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<th>New No.</th>
<th>New Title and Credit</th>
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<tbody>
<tr>
<td>Forestry 505</td>
<td>Communication in Forest Organizations (3)</td>
<td>505</td>
<td>Professional Paper (3)</td>
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<tr>
<td>Geology 532</td>
<td>Geophysical Exploration (3)</td>
<td>532</td>
<td>Exploration Techniques (3)</td>
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COURSES TO BE DELETED:  (Graduate Council)

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<th>Department and Number</th>
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<tbody>
<tr>
<td>Forestry 534</td>
<td>Pedology (3)</td>
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<tr>
<td>Geology 527</td>
<td>Micropaleontology (3)</td>
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<tr>
<td>Geology 527L</td>
<td>Micropaleontology Lab (1)</td>
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<tr>
<td>Geology 566c</td>
<td>Advanced Topics in Geology—History of Geologic Concepts (3)</td>
</tr>
<tr>
<td>Geology 566d</td>
<td>Advanced Topics in Geology—Subsurface Petroleum Geology (3)</td>
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<tr>
<td>Geology 566e</td>
<td>Advanced Topics in Geology—Applications of Computer Programming and Statistical Analysis in Geology (3)</td>
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<tr>
<td>Sociology (Ant) 480Ga</td>
<td>Indians of the Americas—North America (3)</td>
</tr>
<tr>
<td>Sociology (Ant) 480Gb</td>
<td>Indians of the Americas—South America (3)</td>
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<td>Sociology (Ant) 493Ga</td>
<td>Special Studies of Latin America—Spanish American Societies (3)</td>
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<tr>
<td>Sociology (Ant) 493Gb</td>
<td>Special Studies of Latin America—Brazilian Society (3)</td>
</tr>
</tbody>
</table>
81-13
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the final budget positions of all accounts for FY80, as shown in the August 31, 1980 Monthly Financial Report, be approved.

81-14
Upon motion of Regent Bryce, seconded by Regent Bowen, with all members voting aye, it was ordered that the allocation of $50,000 for the University's cost of labor and materials to do certain work specified as "by owner" on the Energy Conservation Measure Project--Phase I be approved.
Source of Funds: Pledged Property Surplus

81-15
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that Change Order No. 1 to add $486.00 to the MCC Powers Controls Company contract, for the installation of the Energy Conservation Measure Project--Phase I, be approved and the Chairman of the Board be authorized to sign the Change Order.
Source of Funds: Pledged Property Surplus

81-16
Upon motion of Regent Bryce, seconded by Regent Bowen, with all members voting aye, it was ordered that the allocation of $150,000 for the cost of contract student housing for the Fall Semester be approved.

81-17
Upon motion of Regent Justice, seconded by Regent Bryce, with all members voting aye, it was ordered that the University be authorized to investigate the possibility of financing additional housing through the use of Municipal or County Revenue Bonds.

81-18
Upon motion of Regent Bowen, seconded by Regent Cullum, with all members voting aye, it was ordered that the University be authorized to adjust the summer meal plan price from $172.00 to $161.00 (7-day, 20 meal plan).

81-19
Upon motion of Regent Cullum, seconded by Regent Bowen, with all members voting aye, it was ordered that the following policy regarding audit fees be adopted.

In those cases where an individual audits a regular academic course, the fee shall be the same as the
tuition paid by regularly enrolled students. Individuals age 65 and over may audit at no charge on a space-available basis and with the permission of the instructor.

81-20
Upon motion of Regent Todd, seconded by Regent Bryce, with all members voting aye, it was ordered that the University be authorized to transfer $102,595.46 of forfeited student property deposits in an endowment fund, which will be invested, and the earnings shall be used to support the "University Scholars Program."

81-21
Upon motion of Regent Cullum, seconded by Regent Bowen, with all members voting aye, it was ordered that the University be authorized to complete working drawings and taking bids for the construction of Instructional Facilities for the Department of Art, subject to the approval of the project by the Coordinating Board in their meeting scheduled for October 24.

81-22
Upon motion of Regent Todd, seconded by Regent Justice, with all members voting aye, it was ordered that the University be authorized to complete working drawings and taking bids for the construction of Instructional Facilities for the Department of Forestry, subject to the approval of the project by the Coordinating Board in their meeting scheduled for October 24.

81-23
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that the Engineering Services Agreement with Love, Friberg and Associates, Fort Worth, Texas, for the design and construction supervision of the Primary Electric Services Improvements, be approved and the Chairman of the Board be authorized to sign the contract. Source of Funds: Ad Valorem Tax Funds/Pledged Property Surplus
AGREEMENT
BETWEEN OWNER
AND CONSULTING ENGINEER
FOR
ENGINEERING SERVICES

MADE AND ENTERED INTO by and between Stephen F. Austin State University, hereinafter called "Owner", and Love, Friberg & Associates, Inc., hereinafter called the "Engineer".

SECTION I
EMPLOYMENT OF ENGINEER

The Owner intends to construct an extension to the primary electrical system, hereinafter called the "Project". The total budget for the project is $300,000.

In consequence thereof, the Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the project as stated in the Section to follow, and for having rendered such services, the Owner agrees to pay to the Engineer compensation as stated in the Section to follow.

SECTION II
CHARACTER AND EXTENT OF BASIC SERVICES

The Engineer shall render the following professional Basic Services necessary for the development of the project:

A. PRELIMINARY PHASE

(1) Participate in preliminary conferences with Owner to establish the scope of the project and the requirements of the systems.

(2) Determine types of facilities best suited to meet the Owner's requirements.

(3) Prepare preliminary layouts as required to define location and routing of the facilities.

(4) Prepare design criteria and outline specifications for the project.

(5) Counsel with the Owner on methods of construction as related to the project, costs and suitability to the site.
(6) Prepare preliminary cost estimate for the project. This will be a budget type estimate based on the Engineer's experience and records as opposed to an itemized material and labor estimate.

B. DESIGN PHASE

(1) Participate in design conferences with the Owner to plan and coordinate the project.

(2) Prepare calculations for previously established design requirements.

(3) Make recommendations as to changes in scope as may be required to stay within the Owner's budget.

(4) Prepare contract drawings in pencil on tracing paper in sufficient detail to define the construction work.

(5) Prepare technical specifications for the project typed on white bond paper.

(6) Update construction cost estimate prepared during Preliminary Phase. This will be a budget type estimate based on the Engineer's experience and records as opposed to an itemized material and labor estimate.

(7) Provide and issue plans and specifications to bidders.

(8) Prepare addenda as may be required during the bidding period and answer questions raised by bidders in the procurement of bids.

C. CONSTRUCTION PHASE

(1) Assist Owner in analyzing bids and preparing recommendations on all proposals relating to the project.

(2) Participate in preconstruction conferences and provide Owner with consultation and advice.

(3) Review samples, manufacturer's data, schedules laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, solely to determine conformance with design concept of the project and compliance with information given by the contract documents. Such review shall not relieve the Contractor from his responsibility for compliance with the contract documents.

(4) Answer questions regarding the plans and specifications. Preparations of additional plans for purposes other than clarification is not included in Basic Services. Preparation of change order documents required during construction is not included in Basic Services (See Special Services).
Make recommendations regarding proposed changes to the work. Detailed investigative and survey work and/or plans and specifications required to implement pricing of proposed changes is considered to be a Special Service.

Assist the Owner in reviewing amounts required in partial payment invoices.

Make periodic site visits to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work or material; he will not be responsible for techniques and sequence of construction or safety precautions incident thereto, and he will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the contract documents. During visits to the site, and on the basis of the Engineer's on-site observations as an experienced and qualified design professional he will keep the Owner informed of the extent of the progress of the work, and advise the Owner in writing of material and substantial defects and deficiencies in the work of the Contractor which are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction.

Make a final observation of the completed construction of the facilities. This specifically includes one observation of each system shown in the construction drawings and specifications and a report in writing to the Owner. Additionally, one review of each system is included on notification by the Contractor that the defects in the system have been corrected. Observance or guidance of detailed performance tests is considered to be a Special Service.

SECTION III

SPECIAL SERVICES

A. PREDICTABLE SPECIAL SERVICES

In addition to the Preliminary Phase, Design Phase and Construction Phase Basic Services, there are certain Predictable Special Services which vary in scope or requirement from one project to the next, but are usually common to a typical building design project. Following is a list of such Predictable Special Services.

(1) Technical observation of construction by a full-time resident project representative, and supporting staff as required.
(2) Preparing record drawings showing changes made during the construction process, based on data furnished by the Contractor.

(3) Travel and subsistence by the Engineer outside of Tarrant County, in connection with this project when authorized by the Owner, other than to the site.

(4) Special consultants to the Engineer and other disbursements if approved by the Owner.

(5) Field surveys for staking of the line for the Contractor; extensive value engineering; or life cycle cost studies.

(6) Providing itemized material and labor detailed cost estimates.

(7) Observing or guiding detailed performance or proof tests of systems during construction or on completion of the project.

(8) Detailed investigative and survey work required to implement pricing of proposed changes; preparation of plans and/or specifications for construction contract change order documents.

(9) Preparation of operating and maintenance manuals or training in operating and maintenance procedures.

B. UNPREDICTABLE SPECIAL SERVICES

This category of Special Services includes items that may well be involved in any particular building design project, but which are not necessarily typical. Following is a list of such Unpredictable Special Services:

(1) Changes to drawings and specifications or extra expense incurred by reason of insolvency of the Contractor; readvertisement for bids, or changes to drawings and specifications which are made after a general preliminary plan, concept or scheme has been approved, and which may become necessary through no fault of the Engineer.

(2) Preparation of duplicate or alternate designs requested by the Owner for the purpose of obtaining alternate bids, except those required to keep the project within budget.

(3) Redesign required for reasons beyond the control of the Engineer.

(4) Evaluation and recommendations on Construction Contractor's claims.

(5) Assistance to the Owner as an expert witness in any litigation arising from the development or construction of the project.
(6) Providing prolonged contract administration and observation of construction should the construction contract time be exceeded by more than 25 percent through no fault of the Engineer.

(7) Preparation of documents for prepurchase of equipment, or multiple construction contracts.

SECTION IV
EXCLUDED SERVICES

The following are beyond the scope of professional engineering services and are excluded from this agreement:

(1) Engineer shall not be required to furnish any legal, accounting, or insurance counseling service to the Owner.

SECTION V
OWNER'S RESPONSIBILITY

During the Preliminary Phase, the Owner will furnish the Engineer all needed site information, including boundary surveys, easement, topography, utilities, and lines and grades of existing streets, pavements and structures on the site.

At the completion of design, the Owner will designate any contractors to whom he wishes drawings and specifications to be supplied. The Engineer will provide required sets of drawings to the Owner and all contractors. During Preliminary and Design Phases the Engineer will furnish prints to the Owner for coordinating and checking.

Owner will furnish the Engineer necessary information from other consultants.

SECTION VI
THE ENGINEER'S COMPENSATION

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the compensation hereinafter set forth, for the Preliminary, Design and Construction Phases of the Project and for Special Services not included in these phases.

All remittances by Owner of such compensation shall either be mailed or delivered to Engineer's office in Tarrant County, Texas.
A. BASIC SERVICES CHARGE

Compensation for Basic Services shall be at hourly rates of salary cost times a multiplier of 2.5 for personal services and shall be at invoice cost plus ten percent for direct expense and subcontract expense. Maximum Basic Services fees shall be $23,850. Salary cost of Engineer's principals shall be at the rate of $22.00 per hour. Fees shall be payable monthly.

B. SPECIAL SERVICES CHARGES

Except as modified hereinafter, Engineer's charges for all Predictable and Unpredictable Special Services as previously described shall be at hourly rates of salary cost times a multiplier of 2.5 for personal services and shall be at invoice cost plus a 10 percent service charge for direct expense and subcontract expense. Salary cost of Engineer's principals shall be at the rate of $22.00 per hour.

Charges for assistance to the Owner as an expert witness in any litigation arising from the development or construction of the project shall be $440.00 per diem for each day, or part thereof, in which the Engineer's presence is required.

Charges for extra travel and subsistence for the Engineer when authorized by the Owner shall be cost of travel and living expenses plus a 10 percent service charge.

Payments to the Engineer for Special Services will be made monthly by the Owner on presentation of monthly statements by the Engineer for such services.

C. LATE PAYMENT CHARGES

In event payments are not promptly made, Engineer reserves the right as provided herein, at any time thereafter to treat the agreement as terminated by the Owner and recover compensation as provided by Section XII.

SECTION VII

DEFINITION OF TERMS

A. CONSTRUCTION COST

Construction cost is defined as the total cost to the Owner for the execution of the construction work. Excluded are charges or other cost for engineering and legal services, the cost of land, rights-of-way, legal and administrative expenses. Included are the direct cost to the Owner of all construction contracts including performance bonds, insurance and other general construction expenses which represent cost to Owner and value of work, items of construction, including labor, materials and equipment required for the completed work and the total value at site of project of all labor, materials and equipment purchased or furnished directly by the Owner.
B. SALARY COST

Salary cost is defined as the cost of salaries of principals, engineers, designers, draftsmen, stenographers, surveymen, clerks, laborers, etc., for time directly chargeable to the project, plus social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

C. SUBCONTRACT EXPENSE

Subcontract expense is that incurred by the Engineer in employment of consultants in specialized fields and outside firms for services such as acoustical, etc.

D. DIRECT NONLABOR EXPENSE

Direct non-labor expense is that incurred by the Engineer for supplies, printing, transportation, equipment, travel, communications, subsistence and lodging away from home, and similar incidentals in connection with this assignment.

SECTION VIII

OWNERSHIP OF DOCUMENTS

Engineer's drawings and specifications, notes, and other data remain his property as instruments of service. Owner will be furnished and may retain the tracings in consideration of which it is mutually agreed that he will use them solely in connection with the work and shall not authorize their use on other work except by written consent of the Engineer. Reuse for extensions of the original project shall be at the Owner's sole risk and without liability or legal exposure to the Engineer. Reuse for new projects entitles the Engineer to further compensation at a rate to be mutually agreed upon.

SECTION IX

LIABILITY LIMITATION

Engineer shall have no liability to Owner or to others for acts or omissions of the Contractor or any other persons performing work on this project; for construction means, methods, techniques, sequences, or procedures; for safety precautions and programs in connection with the work; for Contractor's failure to carry out the work in accordance with drawings and specifications; or for any other reason beyond warranty of the use of reasonable skills in execution of the assignment covered by this agreement.
This agreement is made for the benefit of the Owner and Engineer only, and is not intended to benefit any others. Accordingly no third party shall have any claim against either the Owner or Engineer by virtue of this agreement.

SECTION X

RENEGOTIATION

Should there be a lapse of 12 months or more between completion of any phase of the work and commencement of the next succeeding phase, this agreement will be subject to renegotiation in respect to the remaining work to be completed.

SECTION XI

DELAYS AND ABANDONMENT

If this project is abandoned or indefinitely delayed, or if this agreement is terminated, the Engineer shall be paid for his services to date.

SECTION XII

BREACH OF CONTRACT

If payment is not made to the Engineer when due according to Section VI of this agreement and this agreement is placed in the hands of an attorney for collection of such payment, or if any suit or other judicial proceeding is instituted or had for the purpose of such collection or if it is collected through a probate or bankruptcy proceeding, the Owner shall pay an additional amount over and above the accrued payment or payments with interest thereon, if any, as reasonable attorney's fees.

SECTION XIII

TERMINATION

This agreement may be terminated by either party on seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. On termination, the Owner will owe the Engineer for all compensation earned under this agreement to the date of termination.
SECTION XIV

ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this agreement to be mailed or delivered to the Owner shall be to the following address:

Stephen F. Austin State University
Nacogdoches, Texas 75961
Attention: Vice President for Fiscal Affairs

All notices and communications under this agreement to be mailed or delivered to the Engineer shall be to the following address:

1414 Oil & Gas Building
Fort Worth, Texas 76102

SECTION XV

SUCCESSORS AND ASSIGNMENTS

Owner and Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this agreement without the written consent of the other, and they further agree that this contract represents the entire agreement between them and cannot be changed, added to or modified in any way or manner except by an instrument in writing signed by the Owner and the Engineer.

EXECUTED IN TWO (2) counterparts (each of which is deemed an original) on behalf of Engineer and on behalf of Owner.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By: [Signature]
Title: Chairman--Board of Regents
Date: October 18, 1980

LOVE, FRIBERG & ASSOCIATES, INC.
CONSULTING ENGINEER

By: [Signature]
Title: President
Date: October 13, 1980
81-24
Upon motion of Regent Todd, seconded by Regent Bryce, with all members voting aye, it was ordered that the preliminary plans for the Primary Electric Services Improvements be approved and the University be authorized to develop working drawings and specifications and obtain bids for submission to a subsequent Board meeting.
Source of Funds: Ad Valorem Tax Funds/Pledged Property Surplus

81-25
Upon motion of Regent Bryce, seconded by Regent Bowen, with all members voting aye, it was ordered that Change Order No. 2 to add $53,665.00 and Change Order No. 3 to add $29,676.00 to the University Center Expansion/Remodeling Contract, with Allen M. Campbell Company, Tyler, Texas, be approved and the Chairman of the Board be authorized to sign the Change Orders; and that the University be authorized to obtain bids, to be approved by the Executive Committee before the next meeting, for certain additional work with an estimated total value of $14,974.00.

81-26
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that the Deed of Sale of certain timber on the University Beef Farm to St. Regis Paper Company for $18,500.00 be approved and the Chairman of the Board be authorized to sign the Deed.
TIMBER DEED

THE STATE OF TEXAS X

COUNTY OF NACOGDOCHES X

KNOW ALL MEN BY THESE PRESENTS:

THAT State of Texas, for the use of Stephen F. Austin State College, by and through the Board of Regents of Stephen F. Austin State University (sometimes hereinafter referred to as Grantor, whether one or more) for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to it in hand paid by St. Regis Paper Company, a New York corporation, (sometimes hereinafter referred to as Grantee, whether one or more) with an office in the County of Angelina and State of Texas, subject to the terms, provisions and conditions hereinafter set forth, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said St. Regis Paper Company, its successors and assigns, all of the merchantable pine and hardwood timber six (6) inches in diameter and over, measured at ground level growing and standing on the following described property situated in Nacogdoches County, Texas, to-wit:

BEING all that parcel or tract of land described in Exhibit "A" attached hereto and incorporated herein for a complete description thereof.

Grantor does hereby grant unto the said St. Regis Paper Company, Grantee, its successors and assigns, the right of ingress and of egress, and the privilege of entering upon said land and cutting and removing said timber at any time from the date of this instrument until August 31, 1981 (hereinafter referred to as "Term"), and all rights, titles and interest of Grantee acquired hereunder shall terminate on that date, and all timber remaining upon said land sold under this timber deed after that date shall belong to and be the property of the Grantor.

This timber deed is made upon the following conditions and covenants:

1. The Grantee shall have the right to yard and ramp logs on said land and to utilize and remove equipment thereon for the purposes of cutting and removing said timber. Grantee
agrees that all logging operations shall be conducted in a
good and workmanlike manner in accordance with prevailing
logging practices in the vicinity to maximize utilization
and minimize damage to residual stands and in compliance with
all applicable governmental regulations pertaining to logging
safety.

2. Grantor agrees to determine and point out to Grantee
the boundary lines of the land hereinabove described. Should
Grantee become liable for trespass or damages on timber which
is cut within the boundary lines pointed out to Grantee by
Grantor, then the Grantor will assume the liability for such
trespass or damages.

3. It is understood and agreed between the Grantor and
the Grantee herein that should any dispute arise as to the
terms and conditions of this timber contract, or should
Grantor claim that excessive or unreasonable damage was
done in the cutting and logging operations to the timber
not conveyed or to the surface and improvements, that said
matters will be settled by arbitration of three (3) arbitra-
tors, whose majority decision shall be final and binding on
the parties hereto. Said arbitrators shall be selected by
Grantor selecting one arbitrator, the Grantee selecting one
arbitrator, and the two arbitrators so selected shall then
select the third arbitrator. Said arbitrators shall be
graduate foresters.

4. Grantee agrees that its agents and employees will
remove all tops from land that is being used as improved
pasture land of Grantor.

5. Grantee assumes responsibility for the prevention
and suppression of all forest fires in the area covered by
this agreement as a result of Grantee cutting and logging
the timber herein sold and agrees to pay Grantor for the
damages resulting from fires caused by Grantee or agents
or employees of Grantee.

6. Grantor has represented, and does hereby represent,
to Grantee that Grantee has access to the above described
lands over and across (a) public roads; (b) written grants
of right-of-way and easement which are of record; or (c) other legally established access documentation of which has heretofore been provided to Grantee and expressly accepted by Grantee. However, in the event Grantee is denied access to, or is unable to enter upon the above described land at any time during the Term hereof or any extension or renewal thereof due to the failure or revocation of the access as above stated, Grantor, upon written notice from Grantee, will, within thirty (30) days, obtain and provide for Grantee the necessary access. If after the thirty days Grantor has not provided the necessary access for Grantee, Grantor will refund to Grantee the consideration paid by Grantee to Grantor for the above described timber, except for a proportionate amount for the timber cut and removed, if any, by Grantee. Payment shall be made to Grantee at its office in Lufkin, Angelina County, Texas, within thirty (30) days from the date Grantee sends to Grantor, by U. S. Mail, postage-paid, certified, return receipt requested, a written invoice showing the original consideration and the original estimated volume of timber, the quantity of timber cut and removed, if any, and the balance due Grantee.

7. Grantor agrees to notify Grantee of proposed plans for surface mining operations on the subject property. Said notice shall be given to Grantee within five (5) days of Grantor being notified of such proposed surface mining operations.

8. Grantor agrees that Grantee shall have the benefit of the full Term to cut and remove all of the subject merchantable pine and hardwood timber growing and standing on the subject property. In the event that Grantee is unable to cut and remove the said merchantable pine and hardwood timber due to surface mining operations, Grantor will reimburse the Grantee for the loss of said subject merchantable pine and hardwood timber due to such surface mining operations. Payments shall be made to Grantee at its office in Lufkin, Angelina County, Texas, within thirty (30) days from the date Grantee sends to Grantor, by U. S. Mail, postage-paid, certified, return receipt requested, a written invoice showing the original consideration and the original estimated volume of timber, the quantity and attendant value of merchantable pine and hardwood timber cut and removed, if any, and the balance due Grantee.
9. Grantee agrees that in the event any fences situated on the above described property are damaged, the same will be repaired so as to be left in substantially the same condition as said fences were in at the commencement of logging operations.

TO HAVE AND TO HOLD all and singular the said trees and timber and all rights, privileges and easements unto the said St. Regis Paper Company, its successors and assigns, and Grantor does hereby bind itself to WARRANT AND FOREVER DEFEND the same unto the said St. Regis Paper Company, its successors and assigns against every lawful claim from any person whomsoever lawfully claiming to or claim the same or any part thereof.

EXECUTED this the 18th day of October, 1980.

WITNESS:

C. G. Haas, Secretary to the Board

STEVEN F. AUSTIN STATE UNIVERSITY, BOARD OF REGENTS

By /s/ Peggy W. Wright
Peggy W. Wright, Chairman of the Board

TERMS AND CONDITIONS ACCEPTED BY J. B. Wadsworth, Regional Manager, Southern Timberlands, St. Regis Paper Company, the day of ______________, 198-.

ST. REGIS PAPER COMPANY

By /s/ J. B. Wadsworth
J. B. Wadsworth, Regional Manager, Southern Timberlands
Upon motion of Regent Bowen, seconded by Regent Bryce, with all members voting aye, it was ordered that the University be authorized to obtain bids for a replacement computing system for the University Computer Center.

Meeting adjourned at 10:30 a.m.

CERTIFICATION

In accordance with the request of the Board of Regents, the President of the University and the Vice President for Fiscal Affairs certify, to the best of their knowledge and belief, that:

1. All accounting reports submitted to the Board of Regents contain information resulting from procedures that are in compliance with State laws and regulations are correct; and,

2. That all funds are on deposit with approved depositories as authorized by the Board on July 26, 1980.