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**MINUTES OF THE MEETING**  
**STEPHEN F. AUSTIN STATE UNIVERSITY**  
**BOARD OF REGENTS**  
**HELD IN NACOGDOCHES, TEXAS**  
**January 21, 1986**

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<td><strong>---</strong></td>
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<td>21</td>
</tr>
</tbody>
</table>
MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN NACOGDOCHES, TEXAS

January 21, 1986

The meeting was called to order by Mr. W. F. Garner, Jr., Chairman of the Board of Regents, at 9:00 a.m. January 21, 1986.

REGENTS -

PRESENT: Mr. Larry Jackson of Plano
Mr. Homer Bryce of Henderson
Ms. Willia M. Wooten of Crockett
Mr. Phil Simpson of Dallas
Mr. Dan Haynes of Burnet
Mr. Richard C. Hile of Jasper
Mr. John O. Sutton of Nacogdoches
Mr. Lavoy Moore of Conroe
Mr. W. F. Garner, Jr., of Bridge City

STAFF -

PRESENT: Dr. William R. Johnson, President
Dr. William J. Brophy, Interim Vice President for Academic Affairs
Dr. Baker Pattillo, Vice President for University Affairs
Dr. Nancy Speck, Director of Development
Mr. Bob Provan, Legal Counsel
Mr. Don L. Henry, Vice President for Administrative and Fiscal Affairs

STUDENTS:

PRESENT: Ms. Kris Pilgreen-Rhodes, President of Student Government
Mr. Rick Kelly, Speaker of Senate
Mr. Terry Carter, Pine Log Reporter

VISITOR:

PRESENT: Ms. Donna McCollom, KTRE-TV
Upon motion of Regent Hile, seconded by Regent Jackson, with all members voting aye, it was ordered that the minutes of the meeting of October 22, 1985, be approved.

Upon motion of Regent Simpson, seconded by Regent Bryce, with all members voting aye, it was ordered that Dr. William R. Johnson be elected President of the University for the period September 1, 1986, to August 31, 1987.

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

1. Department of Health and Physical Education

   Mr. Kent Land, 31, Part-time Instructor of Health and Physical Education, at a salary rate of $787.50 for 16% time for the fall semester, 1985 only.

   Mr. E. K. Sowell, Part-time Instructor of Health and Physical Education, at a salary rate of $3,150 for 50% time for the fall semester, 1985 only.

2. University Affairs

   Ms. Deborah Harmon, Police Officer I, at a salary of $13,146 for twelve months, effective December 2, 1985.

   Mr. Jim Hess, Athletic Director and Head Football Coach, at a salary of $61,862 for twelve months, effective January 1, 1986.

   Mr. Lynn F. Graves, Assistant Head Football Coach and Instructor of Physical Education, at a salary of $40,000 for ten and one-half months, effective January 1, 1986.

   Mr. Francis Leonard Hill, Assistant Football Coach and Instructor of Physical Education, at a salary of $35,988 for ten and one-half months, effective January 1, 1986.

   Mr. Paul Howard Wells, Jr., Assistant Football Coach and Instructor of Physical Education, at a salary of $34,024 for ten and one-half months, effective January 1, 1986.
Mr. Clyde Alexander, Assistant Football Coach and Instructor of Physical Education, at a salary of $34,024 for ten and one-half months, effective January 1, 1986.

Mr. Gary DeLoach, Assistant Football Coach and Instructor of Physical Education, at a salary of $31,000 for ten and one-half months, effective January 1, 1986.

Mr. James Ferguson, Assistant Football Coach and Instructor of Physical Education, at a salary of $21,000 for ten and one-half months, effective January 1, 1986.

86-40
Upon motion of Regent Moore, seconded by Regent Bryce, with all members voting aye, it was ordered that the following changes in status be approved.

1. Department of Secondary Education

Dr. Donnya E. Stephens, Assistant Professor of Secondary Education, from a salary of $26,098 to $26,304 for 100% time for nine months, effective September 1, 1985. This is to correct an error in the original budget.

Dr. Hugh E. Prewitt, Associate Professor of Secondary Education, from a salary of $33,385 to $34,285 for 100% time for nine months, effective September 1, 1985. This is to correct an error in the original budget.

Ms. Paulette D. Wright, Lecturer of Secondary Education, from a salary of $19,492 to $19,543 for 100% time for nine months, effective September 1, 1985. This is to correct an error in the original budget.

2. University Affairs

Mr. John Ragland, from Police Officer Trainee at a salary of $13,112 to Police Officer I at a salary of $13,146, effective September 16, 1985.

Ms. Ann Snow, from Police Officer Trainee at a salary of $12,662 to Police Officer I at a salary of $13,146, effective September 16, 1985.

Mr. Rondy Frank, from Police Officer Trainee at a salary of $12,662 to Police Officer I at a salary of $13,146, effective September 16, 1985.

Mr. Ken Kennamer, from Director of University News and Information, at a salary of $33,964, to Director of University News and Information and Interim Director of Student Publications at a salary of $37,464.
3. Academic Affairs

Dr. William Brophy, from Associate Vice President for Academic Affairs and Professor of History at a salary of $51,000 to Interim Vice President for Academic Affairs at a salary of $56,000.

Upon motion of Regent Moore, seconded by Regent Bryce, with all members voting aye, it was ordered that the following retirements be accepted.

1. Department of Health and Physical Education

Dr. June Irwin, Professor of Health and Physical Education, effective December 31, 1985.

2. Department of Secondary Education

Dr. John C. Austin, Professor of Secondary Education, effective December 31, 1985.

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

1. Department of Art


Upon motion of Regent Moore, seconded by Regent Bryce, with all members voting aye, it was ordered that the following resignation be accepted.

1. University Affairs

Mr. Rondy Frank, Police Officer I, effective November 15, 1985.

Upon motion of Regent Hile, seconded by Regent Wooten, with all members voting aye, it was ordered that the last class day report for the fall semester of 1985 be approved.
86-45
Upon motion of Regent Jackson, seconded by Regent Moore, with all members voting aye, it was ordered that the Chairman of the Board be authorized to approve the Twelfth Class Day Report for the spring semester, 1986.

86-46
Upon motion of Regent Jackson, seconded by Regent Moore, with all members voting aye, it was ordered that the Chairman of the Board be authorized to approve the underenrolled class report for the spring semester, 1986.

86-47
Upon motion of Regent Sutton, seconded by Regent Bryce, with all members voting aye, it was ordered that the fee for a General Parking Violation be $6.00 and the fee for a Flagrant Parking Violation be $12.00, effective June 2, 1986.

86-48
Upon motion of Regent Haynes, seconded by Regent Wooten, with all members voting aye, it was ordered that the Cooperative Agreement between Northeast Forestry University, People's Republic of China and Stephen F. Austin State University be ratified. See page 21 for Agreement.

86-49
Upon motion of Regent Bryce, seconded by Regent Jackson, with all members voting aye, it was ordered that the policy governing the format of academic courses, as included below, be approved.

Stephen F. Austin State University requires that, in format, each course (except individual instruction) that it offers for degree credit shall conform to the explicit and implicit expectations of academic tradition, regional accrediting agencies, and the Coordinating Board of the Texas College and University System. One of those expectations is predicated on the fact that, as stipulated by the Coordinating Board in its document on the Common Calendar (adopted October 20, 1978, and revised October 29, 1982), a "semester normally shall include at least 15 weeks for instruction and one week for final examinations combined" and a summer session "shall include no less than 5½ calendar weeks including registration, instructions, and final examinations." Conventionally, each class meeting lasts fifty (50) minutes during a semester and an equivalent amount of time during a summer session.
That means and is so stipulated here that, for each semester hour of credit a course carries, the class shall meet for 750 minutes. So long as each course conforms to the 750-minute instructional requirement for each semester hour of credit it carries and is not offered in fewer than three weeks, the course may be conducted in any format that is appropriate to the academic and public interest. Permission to offer a course in a shortened format must be given by the appropriate academic dean and the Vice President for Academic Affairs, who shall determine that the format and content make it appropriate for shortened duration, and that the quality of the course is equal to or better than a course offered under a regular format. A student enrolled in such a course must meet the regular admissions requirements of the University. A course offered in a shortened format shall be taught only on-campus or at an off-campus site approved by the Coordinating Board.

86-50
Upon motion of Regent Hile, seconded by Regent Haynes, with all members voting aye, it was ordered that the following budget adjustments for FY86 be approved:

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Name</th>
<th>Explanation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 1140</td>
<td>Faculty Research</td>
<td>Research Associated with Regents Professorship</td>
<td>$15,345</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source of Funds: Education and General Surplus</td>
<td></td>
</tr>
<tr>
<td>2. 5175</td>
<td>Spring Arts Festival</td>
<td>Not Funded in Annual Budget</td>
<td>10,000</td>
</tr>
<tr>
<td>3. 5240</td>
<td>Alumni Services</td>
<td>Additional Bookkeeping Expense</td>
<td>4,628</td>
</tr>
<tr>
<td>4. 5020</td>
<td>Men's Intercoll. Athletics</td>
<td>Replacement Vehicle Athletics</td>
<td>9,300</td>
</tr>
<tr>
<td>5. 5170</td>
<td>Music Activities</td>
<td>Support Performance of Symphonic Band at TMEA Meeting</td>
<td>5,500</td>
</tr>
</tbody>
</table>

Source of Funds: Auxiliary Enterprise Surplus
86-51
Upon motion of Regent Wooten, seconded by Regent Moore, with all members voting aye, it was ordered that the final transfers between appropriated elements of cost for the 1985 fiscal year be approved, as shown in Schedule G-1 of the Financial Report for Fiscal Year 1985.

86-52
Upon motion of Regent Moore, seconded by Regent Jackson, with all members voting aye, it was ordered that the room and board rates for the fiscal year beginning September 1, 1986, (as amended January 17, 1986) be approved. See following page for schedule of the room and board rates.

86-53
Upon motion of Regent Moore, seconded by Regent Hile, with all members voting aye, it was ordered that the Board approve the following reductions to the 1985-86 operating budget of the University:

Reduction from--

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Instruction</td>
<td>$292,287</td>
</tr>
<tr>
<td>Teaching Salaries</td>
<td></td>
</tr>
<tr>
<td>Departmental Operating Expenses</td>
<td>59,340</td>
</tr>
<tr>
<td>Instructional Equipment</td>
<td>100,000</td>
</tr>
<tr>
<td>Student Services</td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>15,870</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>5,079</td>
</tr>
<tr>
<td>Physical Plant</td>
<td></td>
</tr>
<tr>
<td>General Services O&amp;M</td>
<td>10,000</td>
</tr>
<tr>
<td>Building Maintenance Salaries and Wages</td>
<td>70,000</td>
</tr>
<tr>
<td>Grounds Maintenance Wages</td>
<td>10,000</td>
</tr>
<tr>
<td>Grounds Maintenance O&amp;M</td>
<td>10,000</td>
</tr>
<tr>
<td>General Administration</td>
<td></td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>5,624</td>
</tr>
<tr>
<td>Operation and Maintenance</td>
<td>15,170</td>
</tr>
<tr>
<td>General Institutional Expense</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6,630</td>
</tr>
<tr>
<td></td>
<td>$600,000</td>
</tr>
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</table>

Transferred to--

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Reduction Reserve</td>
<td>$600,000</td>
</tr>
</tbody>
</table>


### Room and Board Rates for 1986–87

#### Fall or Spring Semester

<table>
<thead>
<tr>
<th>DORMITORY</th>
<th>W/5 DAY 15 MEALS</th>
<th>W/7 DAY 13 MEALS</th>
<th>W/7 DAY 20 MEALS</th>
<th>W/5 DAY 15 MEALS 6 WEEKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Unit I</td>
<td>$1,130.00</td>
<td>$1,149.00</td>
<td>$1,172.00</td>
<td>$449.00</td>
</tr>
<tr>
<td>2 Unit II</td>
<td>$1,130.00</td>
<td>$1,149.00</td>
<td>$1,172.00</td>
<td>$449.00</td>
</tr>
<tr>
<td>3 Unit III</td>
<td>$1,130.00</td>
<td>$1,149.00</td>
<td>$1,172.00</td>
<td>$449.00</td>
</tr>
<tr>
<td>5 Wisley Hall</td>
<td>$1,130.00</td>
<td>$1,149.00</td>
<td>$1,172.00</td>
<td>$473.00</td>
</tr>
<tr>
<td>7 Todd Hall</td>
<td>$1,243.00</td>
<td>$1,262.00</td>
<td>$1,285.00</td>
<td>$473.00</td>
</tr>
<tr>
<td>8 Gibbs Hall</td>
<td>$1,130.00</td>
<td>$1,149.00</td>
<td>$1,172.00</td>
<td>$473.00</td>
</tr>
<tr>
<td>9 North Hall</td>
<td>$1,266.00</td>
<td>$1,285.00</td>
<td>$1,308.00</td>
<td>$473.00</td>
</tr>
<tr>
<td>10 Hall 10</td>
<td>$1,243.00</td>
<td>$1,262.00</td>
<td>$1,285.00</td>
<td>$473.00</td>
</tr>
<tr>
<td>11 Mays Hall</td>
<td>$1,130.00</td>
<td>$1,149.00</td>
<td>$1,172.00</td>
<td>$473.00</td>
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<tr>
<td>12 South Hall</td>
<td>$1,266.00</td>
<td>$1,285.00</td>
<td>$1,308.00</td>
<td>$473.00</td>
</tr>
<tr>
<td>13 Wilson Hall</td>
<td>$1,243.00</td>
<td>$1,262.00</td>
<td>$1,285.00</td>
<td>$473.00</td>
</tr>
<tr>
<td>14 Hall 14</td>
<td>$1,243.00</td>
<td>$1,262.00</td>
<td>$1,285.00</td>
<td>$473.00</td>
</tr>
<tr>
<td>15 Griffith Hall</td>
<td>$1,243.00</td>
<td>$1,262.00</td>
<td>$1,285.00</td>
<td>$473.00</td>
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<tr>
<td>16 Hall 16</td>
<td>$1,243.00</td>
<td>$1,262.00</td>
<td>$1,285.00</td>
<td>$473.00</td>
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<tr>
<td>17 Steen Hall</td>
<td>$1,266.00</td>
<td>$1,285.00</td>
<td>$1,308.00</td>
<td>$473.00</td>
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<tr>
<td>18 Kerr Hall</td>
<td>$1,243.00</td>
<td>$1,262.00</td>
<td>$1,285.00</td>
<td>$473.00</td>
</tr>
<tr>
<td>20 Hall 20</td>
<td>$1,266.00</td>
<td>$1,285.00</td>
<td>$1,308.00</td>
<td>$473.00</td>
</tr>
</tbody>
</table>

#### Apartments (Without Meals)

<table>
<thead>
<tr>
<th>APARTMENTS NOS.</th>
<th>RENT FOR MONTH</th>
</tr>
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<tbody>
<tr>
<td>STARR 1 - 70</td>
<td>$212.00*</td>
</tr>
<tr>
<td>RAGUET 127 - 166</td>
<td>212.00*</td>
</tr>
<tr>
<td>NEW RAGUET 200 - 299</td>
<td>239.00*</td>
</tr>
<tr>
<td>GARNER 1 - 133</td>
<td>296.00**</td>
</tr>
<tr>
<td>CLARK 310 - 316</td>
<td>432.00*</td>
</tr>
<tr>
<td>UNIVER/WOODS 400 - 432</td>
<td>295.00***</td>
</tr>
<tr>
<td></td>
<td>408.00***</td>
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</tbody>
</table>

#### For Accounting Purposes Only:

<table>
<thead>
<tr>
<th>ROOMS</th>
<th>FALL OR SPRING</th>
<th>SUMMER I OR II</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CLASSIFICATION I</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HALLS 9, 12, 17, 20</td>
<td>$552.00</td>
<td>$208.00</td>
</tr>
<tr>
<td><strong>CLASSIFICATION II</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HALLS 7, 10, 13, 14, 15, 16, 18</td>
<td>529.00</td>
<td>199.00</td>
</tr>
<tr>
<td><strong>CLASSIFICATION III</strong></td>
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<td></td>
</tr>
<tr>
<td>HALLS 1, 2, 3, 5, 8, 11</td>
<td>416.00</td>
<td>175.00</td>
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</table>

<table>
<thead>
<tr>
<th>MEALS</th>
<th>5 - 5</th>
<th>5 - 15</th>
<th>7 - 13</th>
<th>7 - 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEALS</td>
<td>$287.00</td>
<td>$714.00</td>
<td>$733.00</td>
<td>$756.00</td>
</tr>
</tbody>
</table>
Upon motion of Regent Moore, seconded by Regent Hile, with all members voting aye, it was ordered that the following persons be authorized to approve travel requests by University employees for the biennium—September 1, 1985 to August 31, 1987:

Dr. William R. Johnson, President
Dr. William J. Brophy, Interim Vice President for Academic Affairs
Mr. Don L. Henry, Vice President for Administrative and Fiscal Affairs
Dr. Baker Pattillo, Vice President for University Affairs

FINANCIAL CERTIFICATION

In accordance with the request of the Board of Regents, the President of the University and the Vice President for Administrative and 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 law and regulations and are correct;

2. That all funds are on deposit with approved depositories as authorized by the Board on July 22, 1985.

Upon motion of Regent Sutton, seconded by Regent Haynes, with all members voting aye, it was ordered that the University administration be authorized to purchase current telephone equipment leased from AT&T at a price of $193,270.29.

Source of Funds: Pledged Property Surplus

Upon motion of Regent Hile, seconded by Regent Bryce, with all members voting aye, it was ordered that the administration be authorized to seek bids on the drainage improvements in Lumberjack Stadium, the specifications for which were previously prepared by Mr. Joe Lamb. Specifications are to include an addition of $2,000 for field drains.

Source of Funds:
Upon motion of Regent Hile, seconded by Regent Bryce, with all members voting aye, it was ordered that Joe P. Lamb Engineering, Incorporated, be retained to prepare specifications for the resurfacing of the track at Lumberjack Stadium and the administration be authorized to obtain bids.

Source of Funds:

Upon motion of Regent Jackson, seconded by Regent Wooten, with all members voting aye, it was ordered that the contract with Blacksher & Son, Inc., 6704 W. Pattillo Road, Orange, Texas 77630, in the amount of $468,158.50 for the construction of the Water & Sanitary Sewer System Improvements Project at the Forestry Field Station and Pineywoods Conservation Center, be approved and the Chairman of the Board be authorized to sign the contract. (See following page for contract.)

Source of Funds: Bond Proceeds, Ad Valorem Tax Funds on Hand and Gift Funds

Meeting adjourned at 11:00 a.m.
STANDARD FORM OF AGREEMENT

As Adopted By
THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS
October 7, 1971

Revised November 17, 1928
Revised April 15, 1932
Revised October 27, 1934
Revised October 19, 1945
Revised April 8, 1954
Revised April 21, 1960
Revised October 7, 1971

Approved as to Legal Form by
Legal Counsel

STATE OF TEXAS
COUNTY OF Nacogdoches

THIS AGREEMENT, made and entered into this 14th day of February, 1980, by and between Stephen F. Austin State University

of the County of Nacogdoches and State of Texas, acting through
Fletcher Garner, Chairman - Board of Regents

thereunto duly authorized so to do,

Party of the First Part, hereinafter termed OWNER, and Blackshear & Son, Inc.


of the City of Orange, County of Orange

and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements herein-after mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Stephen F. Austin State University
Piney Woods Conservation Center
Water And Sanitary Sewer Improvements
and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefor, as prepared by Schaumburg & Polk, Inc.

Consulting Engineers

herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.
The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same calendar days within ___ days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Stephen F. Austin State University
Party of the First Part (OWNER)

Blacksher & Son, Inc.
Party of the Second Part (CONTRACTOR)

By: [Signature]
ATTEST:

[Signature]
ATTEST:

Laura Blacksher
PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS: That Blacksher & Son, Inc., of the City of Orange, County of Orange, and State of Texas, as principal, and Firemen's Insurance Company of Newark, New Jersey, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Stephen F. Austin State University, in the penal sum of Four Hundred Sixty-Eight Thousand Dollars ($468,158.50), for the payment whereof, the said principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 14th day of February, 19__, to Construct Water and Sanitary Sewer Improvements at Piney Woods Conservation Center, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of (Article 5160 for Public Work) (Article 5472d for Private Work) of the Revised Civil Statutes of Texas as amended 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 herein."

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bond.

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 to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of , 19

Blacksher & Son, Inc.  
Principal

By Robert Blacksher  
Title President

Address  6704 W. Patillo Rd.  
Orange, Texas  77630

Firemen's Insurance Company of Newark, New Jersey  
Surety

By Mike VanBreemen  
Title attorney

Address  80 Maiden Lane  
New York, New York  10038

The name and address of the Resident Agent of Surety is:

Mike VanBreemen  
Insurance Concepts  
P. O. Box 905  
Bridge City, Texas  77611
KNOW ALL MEN BY THESE PRESENTS, THAT THE FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has made, constituted and appointed and by these presents do make, constitute and appoint

Mike VanBreemen of Bridge City, Texas

its true and lawful attorney for him and in his name and place and to execute on behalf of the said Company as surety, bonds, undertakings and contracts of suretyship to be given to

all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million ($5,000,000) Dollars.

This Power of Attorney is granted and is signed and sealed by each of the undersigned and the authority of the following Resolution adopted by the Board of Directors of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY at a meeting duly called and held on the 20th day of February 1975

RESOLVED, that, Chairman of the Board, the Vice Chairman, the Executive Vice President, the Treasurer, the Assistant Treasurer, the Secretary, the Assistant Secretary, be and they are hereby authorized to execute any or all instruments or contracts of the said Company, to be given as aforesaid under the authority of the said Board of Directors, as surety, bonds, undertakings or contracts of suretyship, within the sum of Five Million ($5,000,000) Dollars.

In Witness Whereof, the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has caused its official seal to be hereunto affixed and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 3rd day of March 1982.

TH Siemens, Assistant Vice President

ML Ford, Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 3rd day of March 1982 before me personally came M. L. Ford to me known who being by me duly sworn did depose and say, that he resides in Summit, in the County of Union, State of New Jersey at 763 Springfield Avenue, that he is a Vice-President of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation and that the seal affixed to the said instrument is such corporate seal that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Signed and sealed at the City of New York Dated the 19th day of
STATE OF TEXAS
COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS: That Blacksher & Son, Inc.,

of the City of Orange, County of Orange, and State of Texas, as

principal, and Firemen's Insurance Company of Newark, New Jersey,

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held

and firmly bound unto Stephen F. Austin State University (Owner),

in the penal sum of Four Hundred Sixty-Eight Thousand Dollars ($468,158.50)

for the payment whereof, the said Principal and Surety bind themselves and their heirs, adminis-

trators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,

dated the 14th day of February, 1986, to

Construct Water and Sanitary Sewer Improvements
Piney Woods Conservation Center

which contract is hereby referred to and made a part hereof as fully and to the same extent as
if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal shall pay all claimants supplying labor and material to him or a subcontractor
in the prosecution of the work provided for in said contract, then, this obligation shall be void;
otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of
the Revised Civil Statutes of Texas as amended 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 herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the contract, or to the work performed thereunder, or the plans,
specifications or drawings accompanying the same, shall in anywise affect its obligation on 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 to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 14th day of February, 1980.

Blacksher & Son, Inc.

Principal

By Robert Blacksher

Title President

Address 6704 W. Patillo Rd.
Orange, Texas 77630

Firemen's Insurance Company of Newark, New Jersey

Surety

By Mike VanBreemen

Title attorney

Address 80 Maiden Lane
New York, New York 10038

The name and address of the Resident Agent of Surety is:

Mike VanBreemen

Insurance Concepts
P. O. Box 905
Bridge City, Texas 77611
**Certificate of Insurance**

**Insurance Concepts**  
P. O. Box 905  
Bridge City, Texas 77611  
(219) 775-5515

**Insured**  
Blacksher and Son, Inc.  
6704 W. Patillo Road  
Orange, Texas 77630

**COMPANIES AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>COMPANY LETTER</th>
<th>COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Fidelity &amp; Casualty Co. of New York</td>
</tr>
<tr>
<td>B</td>
<td>Delta Lloyds Insurance Company</td>
</tr>
<tr>
<td>C</td>
<td></td>
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<tr>
<td>D</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
</tr>
</tbody>
</table>

**OVERAGES**

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPANSION DATE (MM/DD/YY)</th>
<th>LIABILITY LIMITS IN THOUSANDS</th>
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<tr>
<td>General Liability</td>
<td>L 3545020</td>
<td>10-27-85</td>
<td>10-27-86</td>
<td>Bodily Injury S</td>
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<td></td>
<td></td>
<td></td>
<td>Property Damage S</td>
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<td></td>
<td>Explosion &amp; Collapse S</td>
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<td>$500 &amp; PD Combined</td>
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<td></td>
<td></td>
<td>Personal Injury</td>
</tr>
<tr>
<td>Auto Liability</td>
<td>L 3545020</td>
<td>10-27-85</td>
<td>10-27-86</td>
<td>Bodily Injury</td>
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<tr>
<td></td>
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<td></td>
<td>Property Damage</td>
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<td>Other Than Umbrella S</td>
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<td>$2,000 &amp; PD Combined</td>
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<td>Workers’ Compensation and Employers’ Liability</td>
<td>WC 3043612</td>
<td>10-27-85</td>
<td>10-27-86</td>
<td>Statutory</td>
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<td>$100 (Disease Each Accident)</td>
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<td>$500 (Disease-Policy Limits)</td>
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<td></td>
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<td>$100 (Disease Each Employee)</td>
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<tr>
<td>Owners &amp; Contractors Protective Liability</td>
<td>L 3546892</td>
<td>02-03-86</td>
<td>02-03-87</td>
<td>$200/$500 BI</td>
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<td>$25/$50 PD</td>
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**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Stephen F. Austin State University job - construction of water & sanitary sewer improvements for Piney Woods Conservation Center.

**Certificate Holder**

Schaumburg & Polk, Inc.  
365 College Street Suite 100  
Beaumont, Texas 77707  
Attn: Mr. Jeff Beavers

AUTHORIZED REPRESENTATIVE

[Signature]

(Chase VanBraken)
GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a New Jersey corporation, does hereby constitute and appoint Mike VanBreeemen of Bridge City, Texas, as its true and lawful attorney, for him to sign, execute and deliver in the name of the said corporation, all contracts, agreements, instruments, papers and other acts, in or out of court, and generally to do all such acts and things as may be necessary or convenient to effectuate the objects of said corporation, and to execute and do all and every act and thing which said corporation may lawfully do in the name and stead of said attorney and in his own name in the said corporation's behalf, and to execute all such powers and deeds that are necessary or convenient to effectuate the objects of the said corporation, and that the same may be and remain in full force and effect forever.

Mike VanBreeemen, his heirs, executors, administrators, and assigns, are also further authorized and empowered to enter into, ratify and confirm all and every contract, agreement, instrument, paper or other act executed by said attorney or any other person acting as attorney for said corporation and in his name, and all and every act and thing which may lawfully be done by said corporation, and to execute and deliver all such acts and things under and in the name of said corporation.

In witness whereof, the undersigned has hereunto set his hand in the City of Newark, New Jersey, this 28th day of February, 1971.

[Signature]
Mike Ford

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 28th day of February, 1971, before me personally came L. Ford, known as Jeffrey Ford, who is a Notary Public in and for the County of Union, State of New Jersey, at 766 Springfield Avenue in the City of Newark, New Jersey, and who is the Secretary of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a New Jersey corporation, and who is the Secretary of the aforesaid corporation, and the person who executed the instrument of power of attorney aforesaid, and before me, the said L. Ford, duly sworn to and affirmed, did personally appear whereunto he subscribed his name, and did solemnly swear that he executed the said instrument of power of attorney aforesaid, and that he was acting in the capacity of Secretary of the aforesaid corporation, and that he has signed his name thereto by his own hand.

[Signature]
L. Ford

CERTIFICATE

I, the undersigned, an Assistant Secretary of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a New Jersey corporation, do hereby certify that the said instrument of power of attorney has been acknowledged in the manner prescribed by law, and that in my opinion the same is a true copy of the instrument of power of attorney aforesaid, and that the power of attorney aforesaid remains in full force and effect.

[Signature]
James M. Keane

Signed and sealed at the City of New York, this 28th day of February, 1971.

[Signature]
James M. Keane
Assistant Secretary
VICE PRESIDENTS REPORTS

Dr. Pattillo reported on the success of the athletic programs, the current level of dormitory occupancy, and the good relationship with the food service company.

Mr. Henry reported on the FY1985 year end financial condition and the year to date financial condition of the University as of December 31, 1985. An update was presented on the current construction projects and the water pipe failure to the Liberal Arts North and Ferguson Buildings.

Dr. Brophy discussed the current status of the searches for the Vice President for Academic Affairs, the Deans positions and departmental chairperson vacancies. Further, he reported on enrollment levels for the Spring Semester and that he would be able to deal with budget cuts and not disturb existing programs.
Intercollegiate Agreement for Cooperation
Between
Northeast Forestry University, P.K.C.
and
School of Forestry
Stephen F. Austin State University
Nacogdoches Texas U.S.A.

1. PURPOSE

To develop forestry science and education, the Northeast Forestry University of the P.K.C. and the School of Forestry, Stephen F. Austin State University, Nacogdoches, Texas U.S.A. agree to cooperative relations on the basis of friendship and mutual benefit in the following program activities:

1) Exchange of faculty
2) Exchange of graduate students
3) Conduct of symposia, workshops and Technical exchange programs and tours
4) Other mutually agreeable fields

2. FORMS

Both institutions agree to cooperate in the following forms:

1) Exchange of scientific and technological information and data
2) Dispatch of study groups, faculty members and scholars on a reciprocal and approved program basis
3) Provision of opportunities for advanced courses and academic degree studies to those teachers and graduates who have met the qualifications for entrance as determined by the respective institutions, with the names of
students and the amount of assistance to be mutually determined and specified in the annual plan.

4) Cooperative research projects in which both institutions are interested. The specific cooperative research and its financing shall be determined by both institutions in the form of a detailed project agreement, with joint pursuit of third party funding to be encouraged.

5) Annual consultation by correspondence by November to agree on all specific cooperative activities for the following year beginning in July, which will then constitute the annual plan.

3. FINANCING

Financing of mutual activities funded by the participating institutions rather than third party sponsors shall be as follows:

1) International travel expenses to be covered by the dispatching institution, with in-country expenses for food, lodging, and travel covered by the host institution.

2) Tuition, fees, honoraria, and salaries to be paid as mutually agreed upon for each instance.

3) Research program costs to be covered as agreed upon in the detailed agreement for each project.

4) All expenditures for cooperative, mutual activities shall be within the fiscal regulations of respective institutions and shall be made only with the prior agreement of both institutions.

4. SCOPE

It is understood that faculty from all divisions of each University may be considered for participation under this agreement.
5. TERMINATION

Termination of this agreement shall be:

1) Immediate upon mutual written agreement by both institutions
2) Ninety days after unilateral declaration of either institution is transmitted to the other, with the understanding that every effort will be made to complete the activities of the current academic year.

6. CONTACT PERSONS

The contact persons for this agreement shall be the President of Northeast Forestry University, P.R.C. and the Dean of the School of Forestry, Stephen F. Austin State University, Nacogdoches Texas, U.S.A. or their designates as authorized by written amendment to this agreement.

It is also understood that the official addresses for each contact person are as follows:

President Xiu Guo Han  Dean Kent T. Adair, Ph.D.
Northeast Forestry   School of Forestry
University         Stephen F. Austin State University
Harbin, P.R.C.     P.O. Box 6109 SFA Station
Telephone: 63061    Nacogdoches, Texas 75962 U.S.A.
                    Telephone: 409-569-3304

7. SIGNATURE

This agreement is signed on the 26th day of September, 1985 in
Chinese duplicate and English duplicate by the President of the Northeast Forestry University of the P.R.C., the Dean of the School of Forestry and the President of Stephen F. Austin State University, Nacogdoches, Texas, U.S.A., both texts being equally authentic and becoming effective upon signature.

President Xi Guo Han
Northeast Forestry University
Harbin
P.R.C.

Dean Kent T. Adair
School of Forestry
Stephen F. Austin State University, Nacogdoches, Texas U.S.A.

President William H. Johnson
Stephen F. Austin State University, Nacogdoches, Texas U.S.A.
AMENDMENT NUMBER ONE
TO
INTERCOLLEGIATE AGREEMENT FOR COOPERATION
BETWEEN
NORTHEAST FORESTRY UNIVERSITY, P.R.C.
AND
SCHOOL OF FORESTRY
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS U.S.A.

It is hereby agreed that the title of the Agreement is amended to read as follows:

INTERCOLLEGIATE AGREEMENT FOR COOPERATION
BETWEEN
NORTHEAST FORESTRY UNIVERSITY, P.R.C.
AND
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS U.S.A.

It is further agreed that Item 6 be amended to read as follows:

6. CONTACT PERSONS
The contact persons for this agreement shall be the President of Northeast Forestry University, P.R.C. and the President of Stephen F. Austin State University, Nacogdoches, Texas, U.S.A. or their designates as authorized by written amendment to this agreement. The President of Stephen F. Austin State University designates the Dean of the School of Forestry as his contact person with Northeast Forestry University, P.R.C.

It is also understood that the official addresses for each contact person are as follows:

President Xiu Guo Han
Northeast Forestry University
Harbin, P.R.C.
Telephone 63061

Dean Kent T. Adair, Ph.D.
School of Forestry
Stephen F. Austin State University
P.O. Box 6109 SFA Station
Nacogdoches, Texas 75962
U.S.A.
Telephone: 409-569-3304